

REQUEST FOR QUALIFICATIONS

2005 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS



RFQ #400-00-402
State of California
California Energy Commission
March 2001

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I. Introduction

Background Summary

The Commission intends to consider major upgrades for both Residential and Nonresidential Buildings in its next update to the California Building Energy Efficiency Standards (Standards). Following the adoption of the 1998 Standards, the Commission decided to make a comprehensive review of the Standards and consider a variety of changes that would make them more sensitive to the time dependence of energy use, increase the quality of construction and reliability of energy savings, address new opportunities to include emerging technologies and conclusions of research resulting from the Commission's Public Interest Energy Research (PIER) Program, and assess the economic implications of Standards changes resulting from the restructuring of the electricity industry in California. The Commission originally decided, because of the large scope of this update, not to attempt to develop its Standards amendments, which are expected to go into effect in 2002, but to focus attention on more substantive changes that could be developed for the California Building Standards expected to go into effect in 2003/2005. The Commission initiated several investigative projects focused on key topics for this major upgrade of the Standards.

The Commission has targeted July 1, 2003 for adoption of these updated Standards. They are expected to go into effect in conjunction with the 2003/2005 California Building Code, expected to be effective January 1, 2005. Between the 2003 adoption date and the 2005 effective date, the Commission anticipates that the California utilities can focus Public Goods Charge-funded New Construction programs on providing a transition process for early, voluntary compliance with the upgraded Standards.

What is the Purpose of this RFQ?

The purpose of this Request for Qualifications (RFQ) is to solicit for and contract with a consultant or team of consultants to assist the Commission in revising the 2003/2005 California Building Energy Efficiency Standards.

The Commission is seeking a Bidder with knowledge and experience concerning each: Key Topic Area, Work Statement tasks, the development and implementation of the California Building Energy Efficiency Standards; effectiveness and efficiency of proposed approaches to address each Key Topic Area and Work Statement tasks; demonstrate ability to organize and manage a team of technical experts to effectively complete Work Statement tasks and Deliverables in a timely manner; and efficiency and effectiveness of proposed approaches to address Topic Areas not anticipated by this RFQ (including recruitment and management of specific subcontractors with expertise in building science, technology specialties, or construction practice).

How Is This RFQ Organized?

This Request for Qualifications (RFQ) is organized into the following sections:

Section I provides a summary and administrative overview of the RFQ Requirements.

Section II provides administrative detail including legal requirements of the RFQ.

Section III explains in detail the format, documents and technical expertise needed to submit a successful proposal.

Section IV explains the program background.

Section V explains the work to be accomplished.

Section VI explains the evaluation process.

How Much Funding is Available?

There is a maximum total of up to \$1,222,000 available resulting from this RFQ. Of this amount, \$522,000 is immediately available and the remaining balance, \$700,000, may be available from the budget for fiscal years 2001/02. One contract will be let up to the entire amount of \$1,222,000. This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of the contract as needed to meet budget or program requirements.

What Specialty Areas Are Necessary?

All Bidders are expected to be highly qualified in all of the following Key Topic Areas for the 2003/2005 Standards:

- Time Dependent Valuation
- Performance Verification/Building Commissioning
- Residential Construction Quality
- Residential Glazing Area
- Multi-Family Buildings
- Residential and Nonresidential Air Conditioner Sizing
- Codes and Standards Enhancement Initiatives
- Utility Measurement, Assessment and Evaluation Studies
- Lighting Improvements
- Federal Gas Water Heater Standards and Water Heating in the Performance Standards
- Federal Requirements for State Building Energy Codes
- Ducts in Conditioned Space for Residential Buildings
- Residential and Nonresidential Controls to Facilitate Voluntary Load Shedding
- Treatment of Distributed Generation in the Standards
- Computer Modeling
- Replacement Windows and Other Residential Alterations
- Compliance Options for High Energy Efficiency Rating, Proper Refrigerant Charge, Actual Fan Energy
- American Society of Heating, Refrigeration and Air Conditioning Engineers 62 and 62.2 Improvements
- Reconsideration of Climate Zone Boundaries
- Nonresidential T-Bar Ceilings
- Feedback on and Refinement of AB 970 Emergency Standards Provisions

How Do I Respond to this RFQ?

Responses to this solicitation will be in the form of a Statement of Qualifications (SOQ) according to the format described in Section III. The SOQ shall document the Bidder's qualifications to perform the tasks described in the Work Statement found in Section V.

What Are The Key Activities And Dates?

Key activities and times for this RFQ are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

ACTIVITY	ACTION DATE
RFQ Release	March 20, 2001
Deadline for Written Questions	April 9, 2001
Pre-Bid Conference	April 9, 2001
Distribute Questions/Answers and Addenda (if any) to RFQ	April 11, 2001
Deadline to Submit SOQ	April 27, 2001
Oral Interviews (Required)	May 10-14, 2001
Notice of Selection	May 15, 2001
Commission Business Meeting	June 27, 2001
Contract Start Date	June 29, 2001
Contraction Termination Date	June 30, 2004

How Can I Obtain Further Information?

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

Monday, April 9, 2001
10 a.m.
California Energy Commission
Hearing Room B, First Floor
1516 Ninth Street
Sacramento, CA 95814

Are there Reference Documents?

Bidders responding to this RFQ may want to familiarize themselves with the following publications and documents listed below which can be accessed on the Commission's Web Site at www.energy.ca.gov/ab970:

- AB 970 Nonresidential Alternative Calculation Method Approval Manual (Commission Publication No. P400-01-003, January 4, 2001)
- Appendices to AB 970 Nonresidential Alternative Calculation Method Approval Manual (Commission Publication No. P400-01-003A, January 4, 2001)
- AB 970 Low-Rise Residential Alternative Calculation Method Approval Manual (Commission Publication No. P400-01-004, January 4, 2001)
- 2001 AB 970 Residential Energy Conservation Manual Supplement (Commission Publication No. P400-01-002S, January 4, 2001)
- 2001 AB 970 Nonresidential Energy Conservation Manual Supplement (Commission Publication No. P400-01-005S, January 4, 2001)
- Staff Report: Initial Study, Environmental Checklist and Proposed Negative Declaration AB 970 Energy Efficiency Standards for Residential and Nonresidential Buildings (Commission Publication No. P400-01-007, January 3, 2001)
- 2001 Update — Assembly Bill 970 Draft Residential Building Standards:
 - Volume I - Summary (Commission Publication No. P400-00-023/Vol. 1, November 2000)
 - Volume II Proposed Standards and ACM Changes (Commission Publication No. P400-00-023/Vol. 2, November 2000)
 - Volume III —Analysis and Impact (Commission Publication No. P400-00-023/Vol.3, November 2000)
- 2001 Update — Assembly Bill 970 Draft Nonresidential Building Standards:
 - Volume I — Measure Analysis (Commission Publication No. P400-00-025/Vol. 1, November 2000)
 - Volume II —Draft Standard (Commission Publication No. P400-00-025/Vol. 2, November 2000)
 - Volume III —Draft ACM Manual (Commission Publication No. P400-00-025/Vol. 3, November 2000)
 - Volume IV —Impact Analysis (Commission Publication No. P400-00-025/Vol. 4, November 2000)
- Contractor s Report: Report Identifying Potential Upgrades to the 1998 California Energy Efficiency Standards (Commission Publication No. P400-00-014, August 23, 2000).

Additional documents, with which Bidders may also wish to familiarize themselves, can be accessed on the Commission s Web Site at www.energy.ca.gov/title24:

- Residential Manual for Compliance with the 1998 Energy Efficiency Standards (Commission Publication No. P400-98-022, July 1, 1999)

- Nonresidential Manual for Compliance with the 1998 Energy Efficiency Standards (Commission Publication No. P400-98-005, July 1, 1999).

For individuals without access to the Internet, paper copies of the above documents may be obtained from:

California Energy Commission
Publications Unit
1516 Ninth Street, MS-13
Sacramento, CA 95814
(916) 654-5200

Other documents, with which the Bidder may also want to familiarize themselves, but not available on the Commission's Web Site, are listed below:

- California Energy Commission Docket No. 00-ADM-1: Order on Standards Implementation and Future Work (Order No. 01-0103-02, January 3, 2001)
- Pacific Gas and Electric Company: Dollar-Based Performance Standards for Building Energy Efficiency — Final Report (Commission Contract No. 400-97-013)
- Lawrence Berkeley National Laboratory: Commercial Thermal Distribution Systems (PIER Transition Contract No. 500-97-013-04)
- Lawrence Berkeley National Laboratory: HVAC Distribution Systems in Commercial Buildings (PIER Contract No. 500-98-026)
- New Building Institute: Nonresidential Quality Assurance Project —Verifying the Performance of New Nonresidential Buildings, Draft Report February 7, 2000 (Commission Contract No. 400-99-009)
- New Buildings Institute: Conceptual Design Energy Analysis Tool (Commission Contract No. 500-98-023)
- Davis Energy Group: Residential Construction Quality Assurance - Phase I Final Report (Commission Contract No. 400-98-004 and Publication No. P400-00-022)
- Lawrence Berkeley National Laboratory: Instrumented Home Efficiency Ratings and

Commissioning (PIER Contract No. 500-98-033)

- ENERMODAL: Framing Factors in California New Construction (Commission Contract No. 400-00-002)
- New Buildings Institute: Integrated Design of Residential Ducting and Air Flow Systems (PIER Contract No. 400-99-013-6)
- Architectural Energy Corporation: Alternative Construction Techniques and Technology (PIER Contract No. 400-99-011-5)
- Building Industry Institute: Building Energy Code Training —Final Report 1995-1998 (Commission Contract No. 400-95-002)
- Building Industry Institute: Building Energy Code Training —Final Report 1998-1999 (Commission Contract No. 400-98-021)
- Wrightsoft Corporation: Updating the ASHRAE/ACCA Residential Heating and Cooling Load Calculation Procedures and Data (119-TRP) —Summary of Proposal Submitted to ASHRAE, May 2000 (PIER Contract No. 111-00-005-1)
- Pacific Gas and Electric Company: Codes and Standards Enhancement (CASE) Study Initiative
 - Lighting Controls, November 28, 2000
 - Heating, Ventilating and Air Conditioning (HVAC) Controls, November 28, 2000
 - Air Distribution Systems, November 28, 2000
 - Dry-Type Transformers, September 29, 2000
 - Energy Efficient Exit Signs, September 29, 2000
 - High Albedo (Cool) Roofs, November 17, 2000
- California Energy Commission: Advanced Lighting Guidelines —December 2000 Update Draft (Commission Contract No. 400-99-003); available on the New Buildings Institute Web Site at www.newbuildings.org/alg
- Lawrence Berkeley National Laboratory: Energy Efficient Downlights for California Kitchens (PIER Contract No. 500-98-020)
- New Buildings Institute: Outdoor Lighting Baseline Assessment (PIER Contract No. 400-99-013-7)
- Consultant Report: Climate Zone Weather Data Analysis and Revision Project —Final Report (Commission Publication No. P400-92-004, May 1992)
- New Buildings Institute: Integrated Design of Commercial Building Ceiling Systems (PIER Contract No. 400-99-013-5)

These documents are on display and will be available for review, until April 27, 2001, in the

Commission's Library located at:

California Energy Commission
1516 Ninth Street, MS-10
Sacramento, CA 95814
(916) 654-4292

Library hours of operation are: Monday — Thursday 9:00 a.m. — 12:00 noon and °
1:00 p.m. — 4:00°p.m.; Friday, 9:00 a.m. — 12:00 noon.

Who Do I Contact?

Questions or clarifications about this RFQ should be directed to:

KATHY CHAN, CONTRACTS OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4379
RFQ Hotline: (916) 654-4788
FAX (916) 654-4423

This RFQ is available through the Commission's Web Site at: www.energy.ca.gov/contracts.
Copies may be obtained by writing or calling the number above.

Verbal Communication

Any verbal communication with a Commission employee concerning this RFQ is not binding on the State and shall in no way alter a specification, term, or condition of the RFQ.

What Are My Responsibilities For Submitting A Statement of Qualifications?

Bidders must take the responsibility to:

- Carefully read this entire RFQ.
- Ask the appropriate questions in a timely manner.
- Submit all required responses in a complete manner by the required date and time.

- Make sure that all procedures and requirements of the RFQ are followed and appropriately addressed.
- Carefully reread the entire RFQ before submitting a proposal.

II. Administrative Information

What Is A RFQ?

The competitive method used for this procurement of services is a Request for Qualifications (RFQ). A Statement of Qualifications (SOQ) submitted in response will be scored and ranked based on the criteria in Section VI. Every SOQ must establish in writing the Bidder's ability to perform the RFQ's tasks stated in Section V. The Commission will negotiate a contract with the best qualified Bidder at compensation the Commission determines to be fair and reasonable.

How are Key Words Defined?

Important definitions for this RFQ are presented below:

Word/Term	Definition
Commission	California Energy Commission
RFQ	Request for Qualifications — this entire document.
Statement of Qualifications (SOQ)	Formal written response to this document.
Bidder	Firm/single individual responding to this RFQ.
Consultant	Successful individual selected to perform work.
Contract Manager	Commission staff in charge of contract matters.

Are There Important Selection Process Steps?

Interviews

Interviews will be conducted during the Evaluation Process for this RFQ. Bidders should anticipate travel to the Energy Commission Headquarters. Interview dates are tentatively scheduled for May 10, 11 and 14, 2001.

Notice of Selection

Subsequent to the SOQ evaluations, the Commission will post a Notice of Selection on ° May 15, 2001, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

Negotiations

Pursuant to Title 20, CCR, Section 2565 and Public Contract Code (PCC) 6106, within 14 days after posting the Notice of Selection the State will begin negotiations with the three top ranked Bidders for an acceptable fee and contract. These three Bidders will be required to submit a list of Contractor rates after written notification of selection. If negotiations with the three top ranked Bidders fail, the Commission will enter into negotiations with the next three highest ranked Bidders, and so on.

How do I deliver My Statement of Qualifications?

A Bidder may deliver a SOQ by:

- U. S. Mail
- in person, or
- messenger service.

If using the U.S. Mail, the SOQ must arrive at the Commission prior to 5:00 p.m. on April 27, 2001. There are no exceptions for delay in mail delivery. If a Bidder chooses either of the last two methods, delivery prior to April 27, 2001 must be made during normal business hours of 8:00 a.m. - 5:00 p.m., Monday through Friday. Delivery on April 27, 2001 must be made by 5:00 p.m. Facsimile (FAX) transmissions **SHALL NOT** be accepted in whole or in part under any circumstances.

What is the Deadline for Submitting a Statement of Qualifications?

Each Bidder is solely responsible for delivery of a SOQ to the Commission. The Commission will not accept late SOQs.

The deadline for SOQ submission is April 27, 2001, at 5:00 p.m.

Where Do I Deliver My Proposal?

All SOQs must be **delivered** by 5:00 p.m. on April 27, 2001 to:

California Energy Commission
1516 Ninth Street
Contracts Office, MS-18
Sacramento, CA 95814

How Many Copies Do I Submit?

Each Bidder must mail or deliver an **original SOQ (1) and six (6) copies** to the address given in Section II. The Bidder must submit the copies in a sealed envelope labeled Statement of Qualifications for the 2003/2005 California Building Energy Efficiency Standards, RFQ #400-00-402 .

Are There Important Administrative Details I Should Know?

Disabled Veteran Enterprises

This contract is subject to a participation goal of three percent (3%) for certified California Disabled Veteran Business Enterprises (DVBE) as set forth in Public Contract Code Sections 10115, et seq. See Attachments 2.1-2.4. Bidders must provide DVBE qualifications, experience and duties to be performed under the Work Statement. For each DVBE program participant, Bidders shall provide information requested in, and format required, in Section III.

Small Business Preference

Government Code Sections 14835, et seq., requires that a five percent (5%) preference be given to any Bidder who is certified by the State of California as a small business. A Bidder who claims this preference may include a copy of its approved certification form in the Bidder's proposal.

Bidders' Cost

The Bidder is responsible for the cost of developing a proposal and this cost cannot be charged to the State.

Recycled Paper and Products

The successful Bidder shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder may certify that the product contains zero recycled content. (PCC/10308.5).

Can The Commission Cancel This RFQ?

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFQ;
- Amend this RFQ as needed; or
- Reject any or all SOQs received in response to this RFQ.

Can The Commission Amend This RFQ?

If the RFQ must be amended, the Commission will mail a formal written addendum to all parties who requested in writing, the RFQ, and also post it on the Commission's Web Site: www.energy.ca.gov/contracts and Department of General Services Web Site: www.dgs.ca.gov/cscr.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who have obtained a RFQ, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

What Are The Contract Requirements?

Term of the Contract

The contract will be effective for up to three years, beginning from the commencement of the contract term.

RFQ In Final Contract

At the Commission's discretion, the content of this RFQ may be incorporated into the final contract.

Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFQ by providing 30 days advance notice to the successful Bidder.

Contract Amendment

The contract executed as a result of this RFQ will be able to be amended by mutual consent of the State and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

Audit

The Bureau of State Audits may audit a contract awarded under this RFQ for a period of three years after the final payment of the contract.

What If I Decide To Modify Or Withdraw My Proposal?

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted SOQ prior to the SOQ submission date.

Can I Use Subcontractors?

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFQ, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFQ. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE's qualifications, experience and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section III. DVBE cost information must also be included in the summary.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

The Commission anticipates that subcontractors may perform technical tasks. However, the Commission does expect subcontractors to be used to perform non-technical tasks (i.e., travel, printing, purchasing, etc.). If a Bidder intends to use subcontractors described in the SOQ, the Bidder must identify the subcontractor(s) in its SOQ. Each Bidder must provide a summary of each subcontractor(s) qualifications, experience and duties that would be performed under this RFQ.

How Do I Know If I've Been Awarded A Contract?

Subsequent to the Qualifications evaluations, the Commission will post a Notice of Selection at the Commission's Headquarters in Sacramento, and on the Commission's Web Site, on or about May 15, 2001, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

What Happens To My Documents?

On the submission date, all SOQs and related material submitted in response to this RFQ become:

- the property of the State; and
- public record.

Commission Issued RFQ

The Commission has issued this RFQ on behalf of the State of California. The Commission is the sole point of contact concerning this RFQ. The Contact Person for questions is:

KATHY CHAN, Contracts Officer
Telephone: (916) 654-4379
FAX: (916) 654-4423

When Is The Deadline For Questions About This RFQ?

Potential Bidders may ask questions about the requirements of this RFQ. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFQ. **The deadline for written questions is April 9, 2001.**

Nondiscrimination Certification

Any bid, proposal, or offer for a contract which is submitted by a Contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified Contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

Statement of Compliance

All employers who are, or wish to become, Contractors with the State must develop and implement a nondiscrimination program as defined in Title 2, CCR Section 8104; unless specifically exempted pursuant to Title 2, CCR Section 8115, which includes contracts under \$5,000 and contracts with licensed rehabilitation workshops. See Government Code Sections 12935(a) and 12290(d); and Title 2, CCR Section 8103. See Attachment 3.

Bidders Admonishment

This RFQ contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the SOQ information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities.

On What Grounds Would My Proposal Be Rejected?

A Statement of Qualifications (SOQ) shall be rejected if:

- It is received after the exact time and date set for receipt of SOQ.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clauses, Attachment 3.

- It contains false or intentionally misleading statements or references which do not support an attribute, or condition contended by the Bidder.
- If the SOQ is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFQ.
- There is a conflict of interest as contained in Public Contract Code Sections 10410 or 10411.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple qualifications for each task.
- It does not literally comply or contains caveats that conflict with the RFQ and the variation or deviation is not material, or it is otherwise nonresponsive.

The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

III. Statement Of Qualifications Format & Required Documents

About this Section

This section provides Bidders with information about how to prepare a Statement of Qualifications (SOQ) in response to this RFQ. Bidders must follow all SOQ format instructions, answer all questions, and supply all requested data.

The Commission may reject any SOQ that fails to comply with the items presented in this section.

What is the Required Format?

The following topics constitute the mandatory order of presentation for a SOQ. Provide one (1) original and six (6) spiral bound copies. Sections must be separated by tabs and labeled, all pages must be numbered, typed pages should be 12-point Times Roman type-face (or equivalent); one inch top and bottom margins, and must be two-sided (except original):

Section 1 - Administrative Response

- Cover Letter
- Table of Contents
- Required Documents and Statements
 - § Contractor Status Form
 - § Signed Contractor Certification Clauses
 - § Completed DVBE Forms
 - § Target Area Contract Preference Act (if applicable)
 - § Enterprise Zone Act (EZA) (if applicable)
 - § Local Agency Military Base Recovery Area (LAMBRA) (if applicable)

Section 2 - Technical Response

- Summary
- Approach to Work Statement
- Prime Contractor Qualifications
- Firm Establishment
- Qualifications and Experience
- Equipment
- References
- Project Examples (one set to be submitted with original SOQ only).

Bidder Responsibility

It is the Bidder's responsibility to review Grounds for Rejection and Conflict of Interest, pages 13 and 19, respectively.

III. SOQ Format and Required Documents, continued

Volume 1 — Section 1, Administrative Response

Cover Letter

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: REQUEST FOR QUALIFICATIONS, No.400-00-402 ;
- Summary of the Bidder's ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the Commission.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract.

Table Of Contents

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

Required Administrative Forms

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Disabled Veteran Business Enterprise (DVBE) forms in Attachments 2.2-2.4. (Bidders who qualify as government agencies are exempt from this requirement).

A Short Explanation of the DVBE Process —If you are a non-governmental entity, you must have either three percent (3%) DVBE participation, *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided with each DVBE form. The DVBE compliance process is as follows:

If you are proposing to meet the three percent (3%) participation goals, complete and submit Attachment 2.2, Attachment 2.3, and a copy(ies) of the DVBE certification letter(s) from the Office of Small Business Certification and Resources (OSBCR).

If you are proposing to partially meet the participation goals, complete and submit Attachment 2.2, Attachment 2.3, and attach a copy(ies) of the DVBE certification letter(s) from OSBCR, as well as Attachment 2.4 to demonstrate the good faith effort you performed to meet full participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.

If you have no DVBE participation in your proposal, you must complete and submit Attachment 2.4 to demonstrate the good faith effort you performed in your attempt to

III. SOQ Format and Required Documents, continued

meet participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.

If you or a subcontractor has applied for DVBE certification, complete the appropriate Attachments as explained above, and include a copy of the application.

- Contractor Certification Clauses, Attachment 3
- Customer References, Attachment 4.

Summary

Summarize the Bidder's overall approach in completing the tasks outlined in the Work Statement.

Volume 1 — Section 2, Technical Response

Approach to Work Statement

This information will be used to evaluate the Bidder's approach to the Work Statement, described in Section V of this RFQ.

Please describe the Bidder's approach to the Work Statement, highlighting any outstanding features, qualifications and experience relevant to performing the technical work, including project management activities. Provide a short description of the Bidder and non-technical subcontractors, if any.

Firm Establishment

Please describe the proposed firm, including the date the firm was established and headquarter's location for proposed staff to be assigned to this contract. Provide an organizational chart for the Bidder showing all assigned non-technical staff, their positions or proposed roles in this contract, and organizational relationship to the rest of the firm.

Identify the primary contact person for the Commission Contract Manager (this person must also attend the Stage 3 interview session if the Bidder advances to Stage 3 of evaluation).

Describe any technical capabilities that would facilitate communicating information to the Commission, such as Internet connectivity and electronic reporting capabilities.

Qualifications and Experience

Bidders must provide the following information:

- § Identify and list all prime Contractor staff, who will be committed to the tasks and describe their roles.

III. SOQ Format and Required Documents, continued

- § Describe job classifications, relevant experience, education, academic degrees and professional licenses of technical staff members.
- § Provide a current resume for all personnel listed and identify the percentage of time that the proposed Bidder and subcontractors will be used throughout the contract.

Successful SOQs will demonstrate a thorough understanding of the following areas of knowledge and experience:

- § Specific knowledge and experience concerning each Key Topic Area
- § Specific knowledge and experience concerning each Work Statement task
- § Specific knowledge and experience concerning development and implementation of the California Building Energy Efficiency Standards
- § Effectiveness and efficiency of proposed approaches to address each Key Topic Area and Work Statement task
- § Demonstrate ability to organize and manage a team of technical experts to effectively complete Work Statements tasks and Deliverables in a timely manner
- § Efficiency and effectiveness of proposed approaches to address Topic Areas not anticipated by this RFQ (including recruitment and management of specific subcontractors with expertise in building science, technology specialties, or construction practice).

The addition of technical staff can only be made during the course of the contract by prior written approval of the Commission's Contract Manager. The Commission reserves the right to require the Contractor to replace an individual listed on these forms on the basis of unsatisfactory performance. This will be strictly followed.

Equipment

Describe what currently owned or leased computers, printers, copiers, facsimile machines, modems, or other types of equipment will be used to accomplish the tasks listed in the Work Statement. Discuss the availability of this equipment for use by the individual assigned to this contract.

Please list all currently owned computer software programs by name and edition (e.g., Microsoft Office Suite, Word, Access, Excel 5.0) which may be used to accomplish the tasks listed in the Work Statement. List the building simulation programs that you currently own that may be used to accomplish the tasks listed in the Work Statement (i.e., DOE 2.1, E, EnergyPlus, MicroPas, EnergyPro, Lumen Micro, etc.). Describe your company's experience with these simulation programs.

Computer System Compatibility

The Contractor shall prepare and submit all products to the Commission Contract Manager in Windows 98/ Macintosh compatible format using the following Commission supported software:

III. SOQ Format and Required Documents, continued

<u>Software Type</u>	<u>Windows 98 / Macintosh OS8</u>
Word Processing	Microsoft Office
Spreadsheet and Database	Microsoft Office
Charts/Graphics	Microsoft Office
Presentations	Microsoft Office
Desktop Publishing	PageMaker and Freehand
Printers	HP LaserJet or Apple Laserwriter

References

Each Bidder shall complete a Customer References Form, Attachment 4. References shall include name of contact person, company name and address, telephone and fax number. References shall coincide with each submitted project work example provided with the SOQ.

Examples of Prior Work

Each Bidder shall provide a minimum of one example of a work product produced in task areas¹—10[°] in this RFQ. Provide as an Appendix to the original SOQ only.

Clearly label each example with the proposed Bidder's name and the sample #. Include a client reference on Attachment 4, Customer References, for the work samples provided with the SOQ.

All samples will be returned to the Bidder if requested within 60 days following the award of the contract.

Conflict of Interest

The Commission would like to avoid incompatible activities and conflicts of interest of the Contract team in performing work under this contract. Therefore, each RFQ Bidder is required to:

- § Disclose current involvement as consultants and/or project developers in the California Building Standards.
- § Agree not to bid on project SOQs with the intention of developing projects or enter into an association or agreement with a project developer or consultant to develop projects during the term of this agreement.
- § Agree not to bid or enter into a contract with a project developer or independent consultant on a RFQ or project in which the Contractor or any subcontractor has provided assistance under this contract.

III. SOQ Format and Required Documents, continued

- § Agree to continuously review new and upcoming projects that members of the contract team may be involved in for potential conflicts of interest. The Contractor shall report its findings to the Contract Manager for resolution.
- § The Contractor or subcontractor shall not participate in the review, evaluation, or assistance of:
 1. Any project seeking assistance under the California Building Energy Efficiency Standards for which the Contractor or subcontractor has become a project developer or independent consultant in a situation covered by the paragraph above; or,
 2. Any project for which, within twelve (12) months prior to the start date of this contract or at anytime during this contract, the Contractor or subcontractor has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under the California Building Energy Efficiency Standards.

Consequences of Violation

In the event that the above terms are violated or are suspected of being violated, the Commission, in its sole and unfettered discretion, may (a) direct Contractor and/or subcontractors to proceed; (b) disqualify the Contractor and/or subcontractors from review of a specific proposal; (c) disqualify the Contractor and/or subcontractors from review of a related group of SOQs; or (d) disqualify Contractor and/or subcontractor from review of all SOQs associated with a specific offering or program in addition to all other remedies the Commission has provided for in this contract.

IV. Background

In the summer of 2000, California experienced rolling blackouts in the San Francisco Bay area and electricity bills in San Diego that went up by 200-300%, signaling the vulnerability of the State's electrical system to rapidly increasing electricity demand, generation supply shortages, transmission constraints and extremely high wholesale electricity costs. At the close of the 2000 legislative session, the Legislature responded by passing AB 970, an urgency statute that became effective when signed by the Governor on September 6, 2000. The statute is known as the California Energy and Reliability Act of 2000.

Description Of California Building Energy Efficiency Standards

The Commission intends to consider major upgrades for both Residential and Nonresidential Buildings in its next update to the California Building Energy Efficiency Standards (Standards). Following the adoption of the 1998 Standards, the Commission decided to make a comprehensive review of the Standards and consider a variety of changes that would make them more sensitive to the time dependence of energy use, increase the quality of construction and reliability of energy savings, address new opportunities to include emerging technologies and conclusions of research resulting from the Commission's Public Interest Energy Research (PIER) Program, and assess the economic implications of Standards changes resulting from the restructuring of the electricity industry in California. The Commission originally decided, because of the large scope of this update, not to attempt to develop its Standards amendments, which are expected to go into effect in 2002, but to focus attention on more substantive changes that could be developed for the California Building Standards expected to go into effect in 2003/2005. The Commission initiated several investigative projects focused on key topics for this major upgrade of the Standards.

The Commission has targeted July 1, 2003 for adoption of these updated Standards. They are expected to go into effect in conjunction with the 2003/2005 California Building Code, expected to be effective January 1, 2005. Between the 2003 adoption date and the 2005 effective date, the Commission anticipates that the California utilities can focus Public Goods Charge-funded New Construction programs on providing a transition process for early, voluntary compliance with the upgraded Standards.

AB 970 Legislative Findings

The Legislature declared that:

- § there has been significant growth in the demand for electricity,
- § new power plant construction and energy conservation have seriously lagged, and
- § the purpose of the act is to provide a balanced response to the electricity problems facing the state, including making significant new investments in conservation and demand-side management programs in order to meet the needs of the state for the next several years.

IV. Background, continued

AB 970 added Public Resources Code Section 25553 to the Warren Alquist Act. Section 25553 provides in pertinent part as follows:

Notwithstanding any other provision of law, on or before 120 days after the effective date of this section or on the earliest feasible date thereafter, the Commission shall . . .
(b) Adopt and implement updated and cost-effective standards pursuant to Section 25402 to ensure the maximum feasible reductions in wasteful, uneconomic, inefficient, ° or unnecessary consumption of electricity.

In response to AB 970, the Commission conducted an expedited process to develop amendments to the Standards, which were adopted by the Commission as emergency regulations on ° January 3, 2001° (119 days after AB 970 was signed by the Governor). The AB 970 Standards were developed in a very focused effort aimed at reducing peak electricity consumption by incorporating energy efficiency measures for which:

- There already was substantial information regarding their benefits and costs;
- Standards specifications could be developed quickly within the time the Legislature allotted; and
- The industry would be able to incorporate them on an emergency basis without disruption to current construction practice.

This expedited process did not allow time for addressing measures that would primarily impact heating and water heating energy savings, many of the issue areas that the Commission had anticipated for the 2003/2005 Standards, or many constructive ideas for Standards changes, which stakeholders proposed in the AB 970 emergency proceeding. At the January 3, 2001 adoption hearing for the AB 970 Standards, the Commission explicitly recognized in its Order on Implementation and Future Work the many areas that were not able to be adequately addressed in the emergency Standards and directed the staff to continue to work on these topics for the 2003/2005 Standards.

The Commission believes much of this work is consistent with the Legislative intent of AB 970, and views continued efforts for adopting amendments in the 2003/2005 Standards as being directly related to the AB 970 mandate to adopt and implement updated and cost-effective standards pursuant to Section 25402 to ensure the maximum feasible reductions in wasteful, uneconomic, inefficient, or unnecessary consumption of electricity on the earliest feasible date.

Since AB 970 was passed by the Legislature, the reliability of California's electricity system has rapidly deteriorated. The Governor placed highest priority in his January 2001 State of the State message on actions to address what he termed the electricity nightmare. He included the following points in his message, Electricity is a basic necessity of life. It is the very fuel which powers our high-tech economy A dysfunctional energy market is threatening to disrupt people's lives and damage our economy It has resulted in skyrocketing prices and an unreliable supply of electricity causing the average price per megawatt hour to increase by 900

IV. Background, continued

percent compared to last year By reducing peak demand we can reduce the price, avoid shortages, and lower energy bills.

In January 2001, powerplant outages and the rapidly declining financial strength of investor-owned utilities, who are paying extremely high costs for wholesale electricity for which they cannot be adequately reimbursed due to the statutory freeze on retail rates, has lead to inadequate electricity supplies in California, multiple Stage 3 alerts and consecutive days of rolling blackouts in Northern California.

During this time, the cost of natural gas also has rapidly increased. Major increases in home and business heating bills are expected to occur before the end of the 2001 winter heating season.

The Governor has called a special legislative session to address California's electricity crisis. Legislation that provides additional direction to the Commission related to Standards adoption or implementation may pass in this special session. Legislation addressing high natural gas costs may also be enacted with potential implications for the 2003/2005 Standards.

Key Topic Areas for the 2003/2005 Standards

Time Dependent Valuation

The value of saving electricity and natural gas varies by time, both hourly and seasonally. Substantially different conclusions can be reached regarding which energy features are of greatest value and should be required or encouraged by the Standards if measures are valued using a time dependent method.

In the adoption proceedings for the 1995 Standards update and again for the 1998 Standards update, Pacific Gas and Electric (PG&E) brought to the Commission's attention the need to consider the implications of time dependent valuation (previously characterized as time-of-use). The Commission believed that the implications to the structure of the Standards were too large to adequately address in either the 1995 or 1998 Standards, but agreed to begin work to consider addressing time dependent valuation for the 2003/2005 Standards. In 1998/1999, the Commission conducted a joint contract with PG&E to begin to investigate how time dependent valuation could be addressed in the Standards.

That contract concluded that time dependent valuation would change the cost effectiveness analysis of measures required by the Standards, and the basis for valuing alternative energy efficiency measures within the Standards performance approach. Currently, the performance standards are expressed in terms of Source Energy. The value for alternative measures for achieving compliance with the Standards depends on how much Source Energy is determined to be reduced (or increased) by installing the measure in new buildings. Under a time dependent valuation approach, the performance standards would be expressed in terms of the present value dollar cost of energy over the life of the building. The value for alternative measures for achieving compliance with the Standards would depend on how much installation of the measure reduced

IV. Background, continued

(or increased) the present value dollar cost of building's energy consumption over the measure's useful life. A time dependent valuation would account for the time dependent costs of providing electricity, natural gas or propane in areas where natural gas is not available. The costs for electricity vary hourly and seasonally with highest costs onpeak in the summer. Measures that reduce electricity use particularly during these peak periods would be valued greater than measures that reduce electricity at off-peak periods. The costs for natural gas and propane vary seasonally with highest costs in the winter. Measures that reduce natural gas or propane use in winter periods would be valued greater than measures that reduce natural gas and propane use in other seasons of the year. Under a time dependent valuation approach, measures with shorter useful lives would be valued less than measures with longer useful lives.

The work that was begun by the joint Commission/PG&E contract has been continued by PG&E to address issues related to reasonable forecasting of time dependent electricity costs (including separation of time dependent generation, transmission, distribution and other utility costs), natural gas costs and propane costs, reasonable determination of the time dependent performance of Heating, Ventilation and Air Conditioning (HVAC) equipment, and preliminary evaluation of the compliance implications of time dependent valuation.

The Commission also has a PIER contract with the Electric Power Research Institute to develop generic performance maps that can be incorporated into compliance software to model the time dependent performance of air conditioners and heat pumps.

For the 2003/2005 Standards, these work efforts will be completed, and valuation will be updated to reflect the most currently available information regarding electricity, natural gas and propane cost forecasts, time dependent equipment performance and establishment of reasonable useful lives for valuing alternative measures. The framework for how time dependent valuation would be incorporated into the performance standards will be completed and publicly reviewed.

Performance Verification/Building Commissioning

Research conducted by Lawrence Berkeley National Laboratory (LBNL), PG&E and other researchers throughout the country has demonstrated that the major energy consuming systems in nonresidential buildings are commonly poorly commissioned at the time of building construction, and therefore fail to perform as intended by the building designers. The Standards currently address only limited aspects of how a building is to be tested and commissioned to assure it performs as designed (primarily related to HVAC system balancing and ventilation design). Research has shown a need to place substantially more attention on performance testing and verification and/or building commissioning of HVAC equipment (including package rooftop units), ductwork and economizers, and controls. Also, there is a severe need for greater attention on the commissioning of lighting controls, particularly daylighting controls and possibly other controls. Fault detection equipment also needs to be addressed as a potentially cost effective means of achieving the energy savings of energy efficient designs.

IV. Background, continued

In 1999 the Commission, jointly with PG&E and the New Buildings Institute (NBI), applied to the U.S. Department of Energy (DOE) for a grant to develop approaches for better incorporating performance testing and verification and/or building commissioning into the Standards. NBI is currently working as the lead Contractor in this effort. This work is targeted to develop approaches for incorporating performance testing and verification and/or building commissioning into the 2003/2005 Standards.

In addition to the DOE grant, PG&E is funding the development of Codes and Standards Enhancement (CASE) Initiatives directly related to performance testing and verification and/or building commissioning. These CASE Initiatives are addressing previous research that PG&E has completed related to the failure of package rooftop units, the inadequacy of daylighting sensors, and the development of performance testing and building commissioning protocols. The CASE Initiatives also address findings to date of research being conducted by LBNL to assess the extent of duct leakage, quantify the energy implications of duct leakage and develop techniques for sealing duct leaks in commercial buildings. These CASE Initiatives are funded through Public Goods Charge funds and are intended to provide direct input into the 2003/2005 Standards update.

In addition, the Commission has three programmatic PIER contracts with elements that are addressing fault detection and performance testing in commercial buildings. These contracts may provide useful input for the 2003/2005 Standards.

Also, the Commission has established a Commissioning Collaborative to share information about efforts to improve performance testing and verification and building commissioning in California.

One aspect to be addressed for the 2003/2005 Standards is the extent to which there should be independent, third party field verification of the performance of key energy consuming equipment. A third party verification system has been established to obtain compliance credit for duct efficiency improvements, building envelope sealing and thermostatic expansion valves in the Standards for residential buildings, and for gaining compliance credit for duct sealing in certain commercial buildings. In this process, the field verification is conducted by an approved Home Energy Rating System rater acting as a special inspector for the building department. The viability of extending this process to cover performance testing and verification of key energy consuming equipment in commercial buildings will be evaluated.

Residential Construction Quality

The Commission has long recognized that inadequate installation practices often reduce the energy performance of energy efficiency measures in residential buildings. In 1996 the Commission began a collaborative effort with the California Building Industry Association (CBIA) and the California Institute for Energy Efficiency (CIEE) to develop protocols for the proper installation of duct systems and construction of building envelopes. Since their development the Commission has made those protocols available to the industry and they have

IV. Background, continued

been used through a DOE grant by the Building Industry Institute (BII) for training and contract specifications aimed at the largest production builders in California. The BII grant also provides information on the extent to which compliance features are properly installed in new homes.

In the 1998 Standards, the Commission established compliance credit for duct efficiency improvements, (including duct sealing, duct design, and duct location) and building envelope sealing based on installation performance testing and independent field verification. In the AB 970 emergency Standards, the Commission increased emphasis on duct sealing by including it in the prescriptive standards and making it the basis of the performance standards in every climate zone in the State. Also, the Commission added field verification requirements for the installation of thermostatic expansion valves (TXVs), and included them in the prescriptive standards and the basis of the performance standards.

In 1999 the Commission let a contract with Davis Energy Group and Rick Chitwood to investigate the extent to which specific components are properly installed in new single family residences. The contract evaluated duct systems installed by Contractors providing duct sealing services to their customers, insulation installation, envelope air sealing and draft stopping, pressure differentials, framing percentages and sources of air leakage such as fireplaces and recessed can light fixtures. This contract is expected to provide information for the 2003/2005 Standards proceeding regarding whether performance testing and field verification should be provided for these energy efficiency features, and if so what methods should be conducted.

The Commission has a PIER contract with LBNL to investigate the need for protocols for Residential Building Commissioning, including improved protocols for duct sealing, envelope air leakage, insulation installation inspection, and other measures. This contract is expected to be completed in time to provide input to the 2003/2005 Standards.

The Commission is also participating in an American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) research project to evaluate the actual framing factor in residences. ASHRAE has contracted with ENERMODAL to do a nationwide study of the amount of framing there typically is in residential construction. The results of this research would be used to update the framing factor information in the ASHRAE Handbook of Fundamentals. The Commission has separately contracted with ENERMODAL to make sure that there is adequate investigation of framing factors in California new construction to insure that the information that ultimately goes into the Handbook will be constructive for use in California, particularly for modeling building energy use for the Standards. Rick Chitwood has been hired as a subcontractor to ENERMODAL to assist with the framing factor research in California.

Some additional information regarding the impact of quality construction on the energy efficiency of new California housing will come from research originated by PG&E. PG&E has contracted with LBNL to do a series of investigations, including field testing improved duct leakage measurement techniques, evaluation of the longevity of flex ducts, and evaluation of the

IV. Background, continued

performance of ducts installed in conditioned space as is being done in PULTE Homes Building America projects.

One project within the Commission's programmatic PIER contract with NBI involves assessment of the benefits of installing ducts in conditioned space and assessment of the extent to which pressure differentials in new homes can lead to backdrafting of combustion appliances or fireplaces. The Commission is also in the process of negotiating a PIER contract with the U.S. DOE Building America program to conduct one or more demonstration projects in California to test out construction quality improvements that would be widely applicable to California production housing.

The Commission also has a contract with the BII, which uses DOE grant funds to provide training for California's largest production builders. The DOE grant funds are matched by utility funding. As a means of focusing the training on the greatest area of need, BII assesses sample compliance documentation and evaluates the extent to which as built houses meet compliance requirements. BII also checks to see to what extent as built homes meet the Commission's duct and building envelope protocols, and encourages production builders to use the protocols in their bid specifications. The BII contract is another important source of information regarding areas of compliance and/or construction quality that should be improved. Work from all of these efforts is expected to provide useful input for the 2003/2005 Standards.

Residential Glazing Area

The current Alternative Component Package D, which is the basic approach for prescriptive compliance and is used to establish the energy budget for the house when performance compliance is done, is based on a fixed glazing area. The maximum glazing area in Alternative Component Package D is 16% of the conditioned floor area in climate zones 1, 2, 5, 11, 12, 13, 14, 15, and 16, and 20% in climate zones 3, 4, 6, 7, 8, 9, and 10. These percentages were originally set with an eye to matching average glazing areas. Past field research conducted by the Commission as late as 1990 found that the average glazing area statewide was about 16%.

The CBIA has long objected to the 16% glazing area allotments. They believe that the average glazing area in production homes is about 20%. Compliance for homes with glazing area above 16% requires additional features not specified in the Alternative Component Packages to be installed. They view higher glazing area to be an amenity demanded by homeowners, which is required for homes to be marketable. They have argued that this reality drives up Standards compliance costs higher than the Commission's Standards cost analyses have shown.

The CBIA has opposed adding features to the Alternative Component Packages, which could be demonstrated to be cost effective for the Commission's basecase house, because of their perception that it would drive costs up for production houses above an acceptable level. For the AB 970 Standards, the Commission separately analyzed the costs to production builders using buildings provided by CBIA that had a 20% glazing area. The compliance costs for these buildings, using relatively inexpensive measures available to builders but not in the Alternative

IV. Background, continued

Component Packages, were shown to be less than the costs the Commission determined for the Commission's basecase house.

Even if it is true that the average glazing area is higher than 16%, there are many houses in the State that have glazing areas below 16%. For these houses, performance compliance can take advantage of a credit for lower glazing area, and measures found by the Commission to be cost effective would not have to be installed. Past Commission analysis has found that the cost effectiveness of many measures is insensitive to lower glazing area — the measure is cost effective regardless of whether it will be installed in houses with lower glazing area.

California's Nonresidential Building Energy Efficiency Standards and ASHRAE's Standard 90 for Residential Buildings use a floating glazing area approach. In the Nonresidential Standards, there is a relatively high cap on window area. For either prescriptive or performance compliance, the glazing area that is desired for the building can usually be accommodated except the shading performance of the windows have to be significantly improved as glazing area is increased.

The ASHRAE Standard 90 approach is to set a maximum glazing area allotment of 18% of floor area (higher than California's 16% allotment in more severe climate zones). For homes with lower than 18% floor area, there is no compliance credit. For both prescriptive and performance standards, the glazing area floats down to match the actual glazing area in the house.

The glazing area allotment in the Standards has been a significant driver for the use of the performance approach and for compliance problems in the field. Consultants for production homebuilders often find it necessary to evaluate compliance for homes with greater than the glazing area allotment in Alternative Component Package D, and that (coupled with the production builder's interest in using the multiple orientation alternative) causes prescriptive compliance to not be an alternative. Also, BII data has shown excess glazing area (beyond that modeled in compliance documentation) to be one of the most common reasons for noncompliance in the field. This may be occurring for the following reasons: 1) the costs of compliance is very sensitive to the amount of glazing area specified in compliance documentation — this may motivate energy consultants to specify unreasonably low glazing areas in compliance documentation, and 2) because of its amenity value, increased glazing area may be requested by the home purchaser during construction leading to changeouts in the field that don't result in the revisions to the compliance documentation that are required by the Standards.

In the 1998 Standards proceeding, the Commission staff proposed a floating glazing area approach for residential buildings. A few different alternatives were discussed, including changing the allotments in all climate zones to 18% or even 20% and not allowing compliance credit for lower glazing areas. Another possibility would be to allow the allotment to increase from 16% but to require window efficiency improvements, beyond those found to be cost effective with 16% glazing, for 18% or 20% allotments. These increased window efficiency improvements would be determined on an equal energy basis, matching the energy budget of the 16% allotment — similar to the current Nonresidential Standards. Also, the Commission staff

IV. Background, continued

offered a modified floating glazing area approach, which would allow an allotment between 16% and 20% to match actual glazing area. The 20% allotment would be a cap above which there would only be a performance compliance alternative to meet the energy budget based on 20% glazing area. The 16% allotment would be a floor below which there would be no compliance credit.

In the 1998 Standards rulemaking proceeding, the issue of floating glazing area became controversial, and the Commission could not establish an approach that had consensus support among stakeholders. Staff also identified floating glazing area as a possible option for the AB 970 Standards, but CBIA opposed that idea as not being directly related to the AB 970 mandate and probably being beyond the capability of the Commission to resolve during the 120 day period allowed by the Legislature for development of the AB 970 Standards. The Commission's Order on Standards Implementation and Future Work identified glazing percentages as an area where staff was directed to continue work for the 2003/2005 Standards.

Multi-Family Buildings

To date the Commission's Standards have applied requirements determined to be appropriate for single family residences to lowrise, multi-family residential buildings as well. This has led to less than optimal Standards for multi-family buildings. The Commission has completed a study of the features specified by energy consultants to achieve compliance with the Standards for multi-family buildings. This study has revealed that multi-family buildings often can be shown to comply with significantly fewer energy efficiency measures than single family buildings. This appears to be caused, in particular, by basing the energy budget on the same glazing percentages and type of water heater as for single family buildings. Often the glazing percentages in multi-family buildings are significantly lower than the Package D glazing area allotment. Also, multi-family often use central water heaters that serve more than one dwelling unit rather than individual water heaters for each dwelling unit. The current water heating calculation methods show reduced energy consumption for central water heaters even though distribution losses, particularly for recirculating water heaters, may be in excess of calculated efficiencies due to central water heaters.

San Diego Gas and Electric Company (SDG&E) has recently completed an investigation of cost effective energy efficiency measures for multi-family buildings. That study completed by NBI has shown that measures substantially beyond those required to comply with current Standards are cost effective. SDG&E is developing a new construction incentives program targeted at multi-family buildings based on the results of the study. Other utilities, including Southern California Gas Company (SoCalGas) and PG&E also are conducting programs aimed at multi-family buildings.

The AB 970 Standards did not attempt to address more focused Standards for multi-family buildings because there was not time in the 120-day period allotted by the legislation to address the complexities of the analysis. Communication between the Commission and the Department of Housing and Community Development (HCD) concluded that there is a need for specific

IV. Background, continued

investigation into Standards requirements for multi-family housing. HCD staff has expressed the view that Standards for multi-family buildings should address the full level of cost-effective features because occupants deserve to have homes that are comparable in energy efficiency to single family homes. HCD staff has expressed the view that occupants of low income housing, that is promoted by programs at HCD, deserve to have homes that are energy efficient to reduce their costs of operation and make them more affordable. The Order on Standards Implementation and Future Work directed the staff to address compliance for multi-family buildings in developing the 2003/2005 Standards.

Residential and Nonresidential Air Conditioner Sizing

The Commission has long recognized the potential for improved energy efficiency and peak load reductions from proper sizing of air conditioners in residential and nonresidential buildings. Current Standards require systems to be properly designed but there is no mechanism to insure that they actually are. Research indicates that air conditioners are often oversized by a substantial margin.

The peak load impact of measures, such as duct sealing, spectrally selective glazing and radiant barriers, create the potential for the size of air conditioners to be reduced substantially, resulting in reductions in construction costs which can offset a large portion of the costs of these measures. However, programs aimed at production builders, such as ComfortWise, have encountered substantial resistance from builders and Contractors to take advantage of the opportunity for downsizing.

At the scoping stage of the AB 970 emergency Standards project, staff proposed development of Standards provisions that would be effective in requiring proper air conditioner sizing. However, substantial concern was raised that this was not a Standards improvement that could be accomplished during the short timeframe allowed by the Legislature.

A major concern is that current industry methods (ACCA Manual J) does not account properly for measures that are highly effective at reducing solar gains in attics or inside the conditioned space. Another problem is that industry methods, even if they were improved, are not fully integrated with compliance software.

ASHRAE has approved a contract for review and improvement of the ACCA Manual J procedures. Both PG&E and the Commission have expressed interest in this project, and intend to monitor it to determine if California's needs can be addressed. The Order on Standards Implementation and Future Work directed the staff to develop strategies for how air conditioner sizing could be effectively addressed in the 2003/2005 Standards.

Codes and Standards Enhancement Initiatives

The investor owned utilities conduct Codes and Standards Programs through Public Goods Charge funding. These utilities have formed a statewide Codes and Standards Committee to

IV. Background, continued

coordinate the work of each utility in this program area. For the AB 970 Standards, PG&E conducted several Codes and Standards Enhancement (CASE) Initiatives. These CASE Initiatives are intended to address areas of potential change to the Standards that seem promising based on the experience of utility research and incentives programs related to specific energy using technologies. The CASE Initiatives document the potential energy savings, cost implications, and specific approaches associated with utility proposals for Standards changes. PG&E is currently pursuing additional CASE Initiatives that were not far enough along to be considered for the emergency AB 970 Standards. Additional CASE Initiative work is underway related to nonresidential economizers, lighting controls, HVAC controls, duct systems and outdoor air system controls. Preliminary results indicate that these are major opportunities for additional cost effective energy savings, and that changes to the Standards could be very important to achieve these savings. PG&E is now planning additional CASE Initiatives for its 2001 Codes and Standards program.

Both Southern California Edison and SoCalGas have proposed developing CASE Initiatives for the 2003/2005 Standards. SoCalGas has proposed CASE Initiative work related to what they term Super Credits for residential development. Perhaps an approach could be developed that would provide Super Credits, including special consideration in the review of subdivision plans and building plans, for developers who properly orient streets for solar access and build high quality, diagnostically tested, and energy efficient buildings beyond the basic requirements of the residential Standards. Development of the 2003/2005 Standards should be coordinated with these utility CASE Initiatives so that the utility developed information can be integrated with the overall timing and analysis required for the 2003/2005 Standards.

Utility Measurement, Assessment and Evaluation Studies

On an ongoing basis, the utilities conduct measurement, assessment and evaluation (MA&E) studies to collect data for improving utility program design and effectiveness. Utility MA&E studies related to the Codes and Standards programs and the New Construction programs can provide valuable data regarding the energy using characteristics and features of new California buildings, the level of compliance with the existing Standards, and perceptions of key factors in construction process for how to increase the efficiency of new California buildings.

In the emergency AB 970 proceeding, a database of DOE 2.1 simulations for 800 new nonresidential buildings, which was created as a result of a Nonresidential New Construction MA&E study, was used to estimate the impacts of proposed Nonresidential Standards changes. A Codes and Standards MA&E project was completed last summer focusing on ways to improve the construction quality of new buildings and increasing the use of building commissioning in Nonresidential buildings. There currently is underway a Residential New Construction MA&E project that will assess the level of compliance that is occurring in recently constructed residences. The 2003/2005 Standards project should attempt to make maximum use of the data and findings of utility MA&E studies.

Lighting Improvements

IV. Background, continued

There is a strong potential for improvements to the Standards for lighting, both in residential and nonresidential buildings. Current requirements for residential lighting in kitchens and bathrooms are among the most unpopular provisions of the Standards and are believed to not achieve close to the full potential for energy efficiency improvements in residential lighting. Improvements seem feasible in the clarity of what lighting is targeted, specific approaches to achieve residential lighting energy efficiency, and application of the results of lighting incentive programs both nationally and in other States, as well as the results of residential lighting research programs being conducted by the PIER program. A related issue is the problem of recessed can fixtures creating short circuits in the building envelope by penetrating insulation and the building's air barrier.

Requirements for nonresidential lighting could also be improved. Research on new nonresidential buildings in California indicates that actual lighting power levels below the current Standards are commonly achieved. Analysis is needed to determine whether further reductions in the Standards power levels would be reasonable given current design guidelines for lighting quality. The Commission has just completed an updated version of the Advanced Lighting Guidelines. The 2003/2005 Standards project should determine whether guidance from the new Advanced Lighting Guidelines would justify specific changes to the Standards.

The Commission is growing increasingly concerned about the energy efficiency of outdoor lighting. There currently is a major PIER project to investigate the baseline conditions of outdoor lighting in California. The 2003/2005 Standards should consider approaches to more efficient outdoor lighting that is directly associated with new buildings.

Federal Gas Water Heater Standards and Water Heating in the Performance Standards

In January 2001, the DOE adopted updated federal appliance standards for residential sized gas water heaters. These Standards go into effect in January 2004. On that date, these new Standards will become the Alternative Component Package D requirement that determines the energy budget for residences. Analysis of the cost effectiveness of additional Alternative Component Package D features for the 2003/2005 Standards should assume the new water heater standard level.

The inclusion of water heating in the residential performance standards represents somewhat of a loophole in the Standards. Federal law requires Alternative Component Package D to be based on a water heater no more efficient than federal appliance standards. At the same time, in the California market, water heaters with substantially higher energy factors are what is stocked at little or no cost above a minimally complying unit. In fact, in some situations it may actually cost more to obtain a minimally complying unit because it is not stocked and could only be obtained through special order. So, for performance standards compliance, the readily available higher water heater efficiency (0.60 or 0.62 EF), will be specified and a compliance credit will immediately be created that can be used to reduce the energy efficiency of other components of the building. In some milder climates, this credit can allow substantially less efficient components to be installed. The building envelope, duct efficiency or air conditioner efficiency

IV. Background, continued

improvements, that can be avoided in this way, can have an even more important impact on the peak demand of the building.

There are at least two potential remedies to this situation. First, specific improvements to the water heater, such as water heater blankets or heat traps, that can be installed at time of construction, could be required. Requirements for heat traps were determined by DOE to be cost effective and have been required for several years in the Model Energy Code/International Energy Conservation Code (IECC). Alternatively, water-heating energy could be required to be met independently and not be allowed to be traded-off with the heating and cooling portions of the energy budget. This seems to be justified because water heating energy use is much more a function, of the number of people in the house relative to the square footage of the house, than heating and cooling energy use. The Order on Standards Implementation and Future Work directed the staff to consider changes to the treatment of water heating in the 2003/2005 Standards.

Federal Requirements for State Building Energy Codes

The Federal Energy Policy Act of 1992 (EPAct) requires States to use national consensus standards as benchmarks to assess the adequacy of State Building Energy Codes. Whenever the Model Energy Code (or its successors) is updated, DOE must determine if the new version is more energy efficient than the previous version. States must then review their residential building energy codes to determine if they meet or exceed the efficiency of the national consensus standards. In January 2001, DOE determined that the 1998 IECC is more energy efficient than the 1995 Model Energy Code, and that the 2000 IECC is more energy efficient than the 1998 IECC. States are required to review their residential energy codes to see if changes are warranted to make the State Standards at least as energy efficient as the 2000 IECC. The 2003/2005 Standards should consider changes to keep California's Low Rise Residential Building Energy Efficiency Standards more energy efficient than the 2000 IECC.

Whenever ASHRAE 90.1 is updated, DOE is required to determine whether it is more energy efficient than the previous version. If DOE determines that this is the case, State building energy codes for nonresidential and high rise residential buildings must be changed to be at least as energy efficient as the new version of ASHRAE 90.1. The AB 970 Standards made changes to adopt new requirements to meet or exceed provisions of ASHRAE 90.1 - 1999 that had become more energy efficient than the 1998 Standards. ASHRAE 90.1 now is being maintained by ASHRAE as a continuous maintenance standard. Under continuous maintenance ASHRAE could adopt revisions that increase the energy efficiency level of the Standards. The 2003/2005 Standards should consider changes to keep California's Nonresidential and High Rise Residential Building Energy Efficiency Standards more energy efficient than ASHRAE 90.1.

Ducts in Conditioned Space for Residential Buildings

A great deal of progress is being made on increasing the quality of duct design and sealing as the result of attention that has been placed on it by the Commission, building industry, utilities and

IV. Background, continued

mechanical Contractors over the past several years. However, there remains a basic problem with how ducts are installed in California. Ducts in California are installed in attics that can reach temperatures above 150 degrees on hot California days. In this location the poorly insulated (R-4 or at best R-6) ducts are above the attic insulation (commonly R-30 or R-38) and penetrate the building's air barrier. Ducts in this location remain a substantial drag on the home's air conditioner, causing it to be sized larger than it has to be and to make it work harder and run longer than it has to. Studies in Florida and in the Pulte Brothers homes in Nevada show dramatic peak reductions from bringing the ducts into conditioned space. Workable methods should be developed to allow California builders to incorporate ducts in conditioned space in ways that are not perceived to compromise home amenity value. The 2003/2005 Standards should address how to make progress in California construction towards bringing ducts into conditioned space.

Residential and Nonresidential Controls to Facilitate Voluntary Load Shedding

There is substantial potential to facilitate voluntary load shedding on peak California days through controls that allow demand responsive behavior. Controls for the residential and nonresidential thermostats and nonresidential lighting equipment could be installed in new buildings that would enable them to track hourly changes in electricity pricing or to allow equipment to be turned off remotely. Installation of these controls at time of construction could be substantially less expensive than on a retrofit basis. The 2003/2005 Standards should consider how controls to facilitate voluntary load shedding could be encouraged through the Standards.

Treatment of Distributed Generation in the Standards

With California's electricity system reliability and cost problems, there is growing interest in distributed generation in conjunction with buildings, whether it be cogeneration systems installed at commercial building sites or installation of photovoltaic cells on residential roofs. The 2003/2005 Standards should address how new buildings should be designed to facilitate distributed generation, and how distributed generation facilities should impact compliance with the Standards.

Computer Modeling

Computer modeling of residential buildings directly impacts the cost effectiveness determinations of Standards requirements and the features that are required to achieve compliance. Concerns have been raised with computer modeling assumptions, such as the modeling of residential slab edge losses or natural ventilation assumptions. The 2003/2005 Standards should identify areas where modeling improvements appear justified, develop new algorithms for computer program installation, and assess the implications on compliance requirements.

LBNL is in the process of developing a new, public domain computer program that is expected to ultimately replace DOE 2.1. EnergyPlus is expected to be widely available by the 2003/2005 effective date of the Standards. The 2003/2005 Standards project needs to determine the

IV. Background, continued

advisability of switching to EnergyPlus to serve as the California's public domain program. A major issue will be the extent to which compliance software developers are able to establish input/output interfaces that meet the ACM requirements with the new program.

Replacement Windows and Other Residential Alterations

In the emergency AB 970 Standards proceeding, there was strong advocacy for increased requirements for existing buildings in conjunction with alterations. Requirements for high performance, spectrally selective windows was particularly encouraged for replacement windows. The Commission did not fully address this due to the short time that was allowed by the Legislature for development of the emergency Standards. There was not time to address issues related to the aesthetics of matching windows that are not replaced, potential higher costs for replacement windows, the lack of uniformity in obtaining building permits, and the potential impact on publicly subsidized, low income housing. The Order on Standards Implementation and Future Work directed staff to consider how to address replacement windows in the 2003/2005 Standards.

There also has been suggestions in conjunction with efforts to reduce demand to respond to California's electricity system problems that the Commission should encourage energy efficiency improvements that are enabled by alterations. For example, re-roofing potentially creates an opportunity for installation of radiant barriers, cool roofs or even increased attic insulation; repainting or siding creates opportunities for installing wall insulation; duct replacement creates opportunities for duct design and sealing; air conditioner replacement creates opportunities for correction of refrigeration charge, and furnace replacement creates opportunities for installation of TXVs. The 2003/2005 Standards project should address whether current requirements for alterations should be expanded to include energy efficiency improvements that are enabled by the alterations.

Compliance Options for High Energy Efficiency Rating, Proper Refrigerant Charge, Actual Fan Energy

The emergency AB 970 Standards established new algorithms for calculating the installed performance of air conditioners taking into account the inability to predict onpeak performance with just the Seasonal Energy Efficiency Rating, and the downgrades in performance that results from improper refrigerant charge and higher than assumed fan energy. There are clearly ways to insure that the installed performance is greater than assumed by the current default modeling algorithms. Air conditioners with tested higher Energy Efficiency Ratings, verified refrigerant charge (through a program like the utilities CHECK-ME program), or with actual smaller fans will be more energy efficient. The 2003/2005 Standards project should develop methods, including field verification, that would allow compliance credit for improvements to the installed performance of air conditioners.

American Society of Heating, Refrigeration and Air Conditioning Engineers 62 and 62.2 Improvements

IV. Background, continued

ASHRAE Standard 62, Ventilation for Indoor Air Quality, has long been the accepted Standard for designing HVAC systems to provide adequate ventilation to maintain indoor air quality. The Standards has relied on ASHRAE Standard 62 to define minimum ventilation rates, acceptable ventilation strategies and energy efficient ventilation approaches. ASHRAE adopted a new version of Standard 62 in 1999 for nonresidential buildings. The 2003/2005 Standards should determine if any changes need to be made to the existing Standards to maintain consistency with the revised ASHRAE Standard 62.

One area of potential change relates to demand control ventilation. The AB 970 Standards made some changes related to demand control ventilation, but proponents have argued that further changes are needed to maintain consistency with Standard 62. This topic should be revisited in the 2003/2005 Standards.

In 1999, ASHRAE established a separate Standards committee to develop ventilation requirements specific to residential buildings. ASHRAE has released Standard 62.2, which contains new provisions for mechanical ventilation and depressurization in residential buildings. Once adopted, Standard 62.2 will establish the national consensus ventilation standard for residences. The 2003/2005 Standards should consider revisions to the Standards to maintain consistency with the adopted Standard 62.2.

Reconsideration of Climate Zone Boundaries

It is important for the Commission to periodically review the weather patterns in the climate zones, that have been established for the Standards, to insure that the boundaries that have been set appropriately delineate areas with differing climates. Reconsideration of the climate boundaries is particularly important in cases where substantial building construction activity is occurring in parts of a climate current zone that may have different weather patterns than other parts of that climate zone. Problems with climate zone boundary designations can become more critical in areas of the State where increased building construction can aggravate existing problems with California's generation and transmission system. The Commission last reviewed the appropriateness of the boundaries between climate zones in 1992, and made changes to boundaries in July 1995.

In the AB 970 emergency proceeding, concerns were raised that there may be two areas of the State where the climate zone designations may result in construction of homes with inappropriately limited energy efficiency features. In the San Diego area, concern has been raised that the boundary between climate zone 7 (very mild) and climate zone 10 (substantially hotter) has been inappropriately set. Indications are that in this part of the State, the inland penetration of the mild, coastal weather patterns may be substantially less than previously thought, resulting in the boundary between the climate zones being set too far to the east. This has the potential result of placing substantial new construction incorrectly in the milder climate zone 7, and causing new buildings to be built with less energy efficiency features than the climate would

IV. Background, continued

actually warrant. This is potentially particularly problematic because the San Diego area was designated as a focus area for demand reduction due to transmission constraints in the area.

Another potential problem area that was raised was the area of high growth south of San Jose (e.g., Gilroy). This area is viewed as being substantially hotter than the weather patterns influenced by the San Francisco Bay in the north part of this climate zone (climate zone 4). The high growth south of San Jose could impact the other part of the State specifically targeted by AB 970, the San Francisco peninsula, because of transmission constraints in that area. The appropriateness of the climate zone boundary designations in both of these areas should be reviewed for the 2003/2005 Standards.

Nonresidential T-Bar Ceilings

The current Standards assume that insulation and sealing on the top of nonresidential T-Bar ceilings creates a satisfactory thermal and air barrier. Research done by LBNL implies that this barrier is far from complete, and creates a transition zone above the T-Bar ceiling that has potentially important impacts on the energy use of the building. The quality of installation of insulation on T-bar ceilings will also be addressed by a project in NBI's PIER programmatic contract with the Commission. The 2003/2005 Standards project should address the impacts on duct efficiency and conductive losses, and the cost effectiveness of changing the current requirements regarding the location of insulation in nonresidential buildings with T-Bar ceilings.

Feedback on and Refinement of AB 970 Emergency Standards Provisions

As experience is obtained with compliance with the AB 970 emergency Standards provisions, the Commission expects to receive feedback on specific provisions and proposals for how to refine the provisions to make them more effective. This is likely to be true for provisions related to field verification, site-built glazing, cool roofs, thermostatic expansion valves, residential air conditioning efficiency, nonresidential and high rise residential glazing, etc. These concerns and proposals for improvement will be addressed in the 2003/2005 Standards.

V. Work Statement

About This Section

In this section, the Commission describes the tasks the Bidder will be asked to perform under the direction of the Commission Contract Manager. This Section also describes the work assignment process, deliverables and due dates.

Primary Tasks

The Commission is seeking to contract with a consultant or team of consultants to assist the Commission in revising the 2003/2005 California Building Efficiency Standards.

It will be the responsibility of the Contractor to become thoroughly familiar with the issues of the work in each topic area, the status of development of the work in each area, and the completion of additional work necessary to further develop and evaluate options in each area for specific Standards requirements to be included in the 2003/2005 Standards. Through the course of this contract, additional topic areas are likely to be identified by Commission staff or proposed by the public through public workshops, hearings, or written comment.

Also, through the course of the contract, some topic areas will continue to be worked on by other contracts or the work of other stakeholders. It will be the responsibility of the Contractor, at the direction of the Contract Manager, to coordinate with other researchers, Contractors or stakeholders to stay current on the work in each topic area, and to build on that work in carrying out the tasks in this contract. During the course of the contract some topic areas may become de-emphasized as the final scope of changes, for the 2003/2005 Standards, evolves. The Contract Manager will direct the Contractor regarding the relative priority of topic areas, and the necessity for continued work in each topic area during the course of the contract.

Across all topic areas being addressed for the 2003/2005 Standards, the basic tasks given below will be completed. To complete these tasks, the Contractor will determine to what extent other work discussed in the Key Topic Areas provides sufficient information that can be used directly to complete the task, and to what extent additional research and analysis by the Contractor will be necessary to complete the task. The Contract Manager will approve additional research and analysis necessary to complete each task for each topic area.

Task 1 — Measure Identification and Analysis Plan

The Contractor shall identify energy and peak load savings opportunities (measures) for both residential and nonresidential buildings. The measures to be considered will include more energy efficient levels of the measures currently required in the Standards, measures that currently are options for compliance in the performance standards but not required, and new measures that may be developed as a result of the work described in the Key Topic Areas section or may be proposed by a stakeholder or by the Contractor.

V. Work Statement, continued

It is important that each identified measure be well described in this task. Performance criteria, such as design criteria or compliance with testing standards, necessary for the measure to be effective and reliable, must be identified and documented. Procedures for verifying the proper installation of the measure in the field should be included. Identification of the measures and performance criteria and field verification procedures may require review of technical research and literature, existing testing procedures and standards, and consultation with Standards stakeholders and industry experts knowledgeable about the measure.

For each identified measure, this task will include development and documentation of plans for developing additional information about the measure required for completion of subsequent tasks. Plans will identify sources of information relating to the costs, useful lives, the extent of availability of the measure and the potential for expanding the availability of the measure, the potential for environmental consequences either positive or negative associated with the use of the measure and analysis of the energy consequences of each measure, and steps that need to be completed by the Contractor to obtain and document that information. Other information concerning the non-energy implications of the measure that may enhance or detract from the acceptance of the measure, such as health and safety implications, impacts on perceived comfort and productivity, potential to enhance property valuation, will be documented. Issues that require further investigation related to performance criteria, environmental consequences field verification procedures, or non-energy implications will also be identified and documented for each measure.

The plans for each measure will be documented in a draft Measure Identification and Analysis Plan. This draft will be presented to the Contract Manager for review. The Contractor shall be responsible for any changes required by the Contract Manager. Upon the Contract Manager's review and acceptance of the draft Measure Identification and Analysis Plan, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Measure Identification and Analysis Plan at the workshop, and will be required to address issues raised at the workshop in a revised Measure Identification and Analysis Plan. It may be necessary to hold an additional workshop(s) to review the revised Measure Identification and Analysis Plan. It may also be necessary to prepare supplements to the Measure Identification and Analysis Plan to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Measure Identification and Analysis Plan

Task 2 —Measure Data and Information Report

The Contractor shall collect data and information on each measure identified in Task 1. Data will be collected on the cost and useful life of each measure, and the sources of that information will be well documented. Other information that the Measure Identification and Analysis Plan of Task 1 identified as necessary will be investigated and collected in this task. To the extent that there are variations in the costs of a measure, the Contractor shall explain why there is a range in the costs and which market segments are affected by the range of costs. The Contractor will prepare a draft

V. Work Statement, continued

report of the data and information collected for each measure, and present the draft to the Contract Manager for review. The Contractor shall be responsible for any changes required by the Contract Manager.

The data and information collected for each measure will be documented in a draft Measure Data and Information Report. Upon the Contract Manager's review and acceptance of the draft Measure Data and Information Report, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Measure Data and Information Report at the workshop and will be required to address issues raised at the workshop in a revised Measure Data and Information Report. It may be necessary to hold an additional workshop(s) to review the revised Measure Data and Information Report. It may also be necessary to prepare supplements to the Measure Data and Information Report to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Measure Data and Information Report

Task 3 — Energy Use Analysis and Modeling

The Contractor shall develop methods for analyzing and modeling the energy use for each of the measures identified in Task 1. Analysis and modeling must be done in a manner consistent with approaches in the Commission's approved Residential and Nonresidential Alternative Calculation Method (ACM) Approval Manuals. If there are technical reasons that indicate additions or revisions to the ACM Manual methods are necessary, the Contractor will develop proposed additional analysis algorithms or revisions to the ACM Manual procedures to accurately analyze the energy use of the measure. Once approved by the Contract Manager, the Contractor will implement additions or revisions to the ACM Manual into an approved ACM for doing the energy use modeling.

This task must address not only analysis and modeling methods for individual measures, but also new or revised analysis and modeling approaches that apply to all or most measures. In particular, the Contractor must develop analysis and modeling methods for evaluating Time Dependent Valuation of measures, and to address the issues discussed for the Computer Modeling topic (see Key Topic Areas section in the RFQ Background). For analysis of Time Dependent Valuation, the Contractor will, as directed by the Contract Manager, build upon the methods proposed by the PG&E CASE Initiative to develop and implement into an approved ACM(s), changes necessary to enable the Commission to evaluate measures using a Time Dependent Valuation approach. For nonresidential buildings, the Contractor will investigate the appropriateness of using EnergyPlus as the reference public domain program for the 2003/2005 Standards, and will identify specific actions that would be necessary to be taken by the Commission, other stakeholders or compliance software developers to use EnergyPlus for this purpose. The Contractor will also identify any modifications to the Nonresidential ACM Manual that would be necessary to use EnergyPlus for this purpose. In addition, the Contractor will identify any potential changes to modeling assumptions or algorithms that should be considered to increase the accuracy of Standards energy

V. Work Statement, continued

modeling. For potential changes to modeling assumptions or algorithms, the Contractor will identify sources of data or technical information that could be used to justify the appropriateness of such changes and methods to be used to demonstrate that the potential changes are in fact more accurate.

The Contractor will provide detailed documentation of its proposed energy use and modeling approaches for each measure, including addressing the special issues of Time Dependent Valuation, use of EnergyPlus, and potential changes to modeling assumptions or algorithms, in a draft Energy Use Analysis and Modeling Report. The draft Energy Use Analysis and Modeling Report will provide enough detail for developers of approved Standards compliance software to be able to implement the draft changes to produce Beta versions of updated compliance software. Upon the Contract Manager's review and acceptance of the draft Measure Energy Use Analysis and Modeling Report, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Energy Use Analysis and Modeling Report at the workshop and will be required to address issues raised at the workshop in a revised Energy Use Analysis and Modeling Report. It may be necessary to hold an additional workshop(s) to review the revised Energy Use Analysis and Modeling Measure Data and Information Report. It may also be necessary to prepare supplements to the Energy Use Analysis and Modeling Measure Report to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

The Contractor will consult with the developers of currently approved compliance programs to insure that proposed energy use analysis and modeling changes are feasible to be made. The Commission will need for Beta test versions of revisions of currently approved compliance programs with the proposed energy use analysis and modeling changes to be available for stakeholders to use to assess the implications of the draft Standards by July 1, 2002. The Contractor will make arrangements with the developers of currently approved compliance programs for these Beta test versions to be available when needed.

Deliverables: Energy Use Analysis and Modeling Measure Report

Task 4 — Life-Cycle Cost Analysis

The Contractor will develop and implement a methodology for completing life cycle cost analysis to determine the cost effectiveness of measures for inclusion in the 2003/2005 Standards. The methodology will build on the work completed in Tasks 1-3. The methodology will evaluate the cost effectiveness of measures both incrementally and in total combination. The methodology will recommend approaches to assess the cost effectiveness of Standards requirements in parts of the State where natural gas is not available. The methodology will document all economic assumptions, periods of analysis, and energy (i.e., electricity, natural gas, and propane) forecasts that are to be used. The methodology will identify any sensitivity analyses on these and other parameters (e.g., measure costs and useful lives) that will be made.

V. Work Statement, continued

The life cycle cost analysis will build upon approaches used for the AB 970 emergency Standards and PG&E's Time Dependent Valuation project. The Contractor will establish one or more forecasts of time dependent electricity, natural gas and propane costs to be used in the analysis in consultation with Commission staff. These forecasts will take into account the time dependence of each component of costs and prices for these energy sources.

The Contractor will thoroughly document the proposed life cycle cost analysis methodology in a draft Life Cycle Cost Analysis Methodology Report. Upon the Contract Manager's review and acceptance of the draft Life Cycle Cost Analysis Methodology Report, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Life Cycle Cost Analysis Methodology Report at the workshop and will be required to address issues raised at the workshop in a revised Life Cycle Cost Analysis Methodology Report. It may be necessary to hold an additional workshop(s) to review the revised Life Cycle Cost Analysis Methodology Report. It may also be necessary to prepare supplements to the Life Cycle Cost Analysis Methodology Report to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Once the Contract Manager has approved the Life Cycle Cost Analysis Methodology Report, the Contractor will carry out all of the steps in the methodology to complete the life cycle cost analysis of all measures under consideration for the 2003/2005 Standards.

The Contractor will thoroughly document the results of the life cycle cost analysis methodology in a draft Life Cycle Cost Analysis Results Report. Upon the Contract Manager's review and acceptance of the draft Life Cycle Cost Analysis Results Report, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Life Cycle Cost Analysis Results Report at the workshop and will be required to address issues raised at the workshop in a revised Life Cycle Cost Analysis Results Report. It may be necessary to hold an additional workshop(s) to review the revised Life Cycle Cost Analysis Results Report. It may also be necessary to prepare supplements to the Life Cycle Cost Analysis Results Report to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Life Cycle Cost Methodology Report
Life Cycle Cost Results Report

Task 5 — Draft Standards

At the direction of the Contract Manager, the Contractor will draft specific language for revisions to the Standards consistent with the work in Tasks 1-4. The Contractor will prepare a draft Standards document that contains all draft Standards revisions. Upon the Contract Manager's review and acceptance of the draft Standards, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Standards at the workshop and will be required to address issues raised at the

V. Work Statement, continued

workshop in a revised version of the draft Standards. It may be necessary to hold an additional workshop(s) to review the revised draft Standards. It may also be necessary to prepare supplements to the draft Standards to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Draft Standards

Task 6 — Standards Rulemaking Participation and Support

The Contractor shall participate in rulemaking hearings to be held on the draft Standards developed in Task 5. The Contractor shall work with Commission staff to make necessary modifications in response to comments.

Deliverables: Participation in Rulemaking Hearings

Revisions to the 2003/2005 Title 24 Standards and Draft Standards

Task 7 — Impact Analysis

The Contractor shall provide a written report estimating the statewide energy and cost impacts of the revised 2003/2005 Standards to input into the Environmental Impact Report that the Commission is required to prepare. The Contractor shall consult with Commission staff to determine the methodology for estimating the statewide energy and cost impacts. The Contract Manager may require the California Nonresidential New Construction Database to be used for conducting the nonresidential building portion of the analysis. This database has about 800 buildings with DOE 2.1 input files that can be used to model the implications of Standards requirements for each building with weightings to enable extrapolation to the entire State.

The Contractor will prepare a draft Impact Analysis Report. Upon the Contract Manager's review and acceptance of the draft Impact Analysis Report, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Impact Analysis Report at the workshop and will be required to address issues raised at the workshop in a revised version of the draft Impact Analysis Report. It may be necessary to hold an additional workshop(s) to review the revised draft Impact Analysis Report. It may also be necessary to prepare supplements to the draft Impact Analysis Report to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Draft Impact Analysis Report

Task 8 —Draft Residential and Nonresidential Alternative Calculation Method (ACM) Manual Amendments

The amendments to the Standards will require that the Residential and Nonresidential ACM Approval Manuals be updated. The Contractor will draft amendments to the ACM Manuals to

V. Work Statement, continued

address any energy use analysis and modeling approaches developed in Task 3 that are different from those currently in the approved ACM Manuals. ACM Manual amendments will be needed to incorporate new or revised algorithms to accurately model measures, revisions needed to model Time Dependent Valuation methods, revisions in modeling assumptions or algorithms that to apply to specific measures, or revisions to use EnergyPlus as the Nonresidential public domain reference program, if that is determined to be appropriate.

The Contractor will prepare draft Residential and Nonresidential ACM Manuals that contains all draft revisions described above. Upon the Contract Manager's review and acceptance of the draft Residential and Nonresidential ACM Manuals, the Contract Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Residential and Nonresidential ACM Manuals at the workshop and will be required to address issues raised at the workshop in a revised version of the draft Residential and Nonresidential ACM Manuals. It may be necessary to hold an additional workshop(s) to review the revised draft Residential and Nonresidential ACM Manuals. It may also be necessary to prepare supplements to the draft Residential and Nonresidential ACM Manuals to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Draft Residential and Nonresidential Alternative Calculation Method (ACM) Manual Amendments

Task 9 —Alternative Calculation Method (ACM) Manual Workshop and Rulemaking Participation and Support

The ACM Manuals must go through a rulemaking proceeding like the Standards. The Contractor shall participate in public workshops and hearings on the Draft Residential and Nonresidential ACM Manuals. The Contractor shall work with Commission staff to make amendments in the ACM Manuals that respond to public comments.

Deliverables: Participation in Public Workshops and Rulemaking Hearings
Revisions to the Residential and Nonresidential ACM Manuals

Task 10 — Draft Residential and Nonresidential Energy Conservation Manuals Changes

The changes to the Standards will require that the Residential and Nonresidential Energy Conservation Manuals be updated. The Energy Conservation Manuals must be updated to include design suggestions, forms and other information to help people comply with the Standards. The Contractor shall develop the necessary changes to this document based in part on comments received at the public workshops and those resulting from changes to the ACM rules.

The Contractor will prepare draft Residential and Nonresidential Energy Conservation Manuals that contains all draft revisions described above. Upon the Contract Manager's review and acceptance of the draft Residential and Nonresidential Energy Conservation Manuals, the Contract

V. Work Statement, continued

Manager and the Contractor shall agree to a date and location for a workshop for public review. The Contractor will be required to present the draft Residential and Nonresidential Energy Conservation Manuals at the workshop and will be required to address issues raised at the workshop in a revised version of the draft Residential and Nonresidential Energy Conservation Manuals. It may be necessary to hold an additional workshop(s) to review the revised draft Residential and Nonresidential Energy Conservation Manuals. It may also be necessary to prepare supplements to the draft Residential and Nonresidential Energy Conservation Manuals to address additional measures or issues with particular measures that become identified in later workshops or hearings on the proposed 2003/2005 Standards.

Deliverables: Draft Residential and Nonresidential Energy Conservation Manuals

Note: All workshops and hearings are sponsored, organized, and facilitated by the California Energy Commission.

V. Work Statement, continued

Deliverables

TASKS	DELIVERABLES	DUE DATES
Task 1	Measure Identification and Analysis Plan	July 1, 2002
Task 2	Measure Data and Information Report	July 1, 2002
Task 3	Energy Use Analysis and Modeling Measure Report	July 1, 2002
Task 4	Life Cycle Cost Methodology Report Life Cycle Cost Results Report	July 1, 2002 July 1, 2002
Task 5	Draft Standards	July 1, 2002
Task 6	Participation in Rulemaking Hearings Revisions to 2003/2005 Title 24 Standards and Draft Standards	January 1, 2003 January 1, 2003
Task 7	Draft Impact Analysis Report	June 1, 2003
Task 8	Draft Residential and Nonresidential Alternative Calculation Method (ACM) Manual Amendments	June 1, 2003
Task 9	Participation in Public Workshops and Rulemaking Hearings Revisions to Residential and Nonresidential ACM Manuals	November 1, 2003 November 1, 2003
Task 10	Draft Residential and Nonresidential Energy Conservation Manuals	January 1, 2004

Work Guarantee. The Commission does not guarantee any minimum or maximum amount of work under this RFQ.

Invoices. The Contractor will prepare an invoice for all contract expenses performed on a monthly basis. An advance copy of the invoice shall be sent to the Contract Manager to insure that all records are included and the invoice is for authorized work. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's Contract Manager will specify the invoice format.

Contracts with Subcontractors. When new subcontractors are hired or added, the Contractor shall submit proposed subcontractor contracts to the Commission for review and approval. At the same time, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms. The Contractor is responsible for the quality of all subcontractor work.

Program meetings and briefings. At the request of the Commission's Contract Manager, the Contractor shall be available for meetings or provide written and/or verbal program briefings to Commission staff or others.

V. Work Statement, continued

Draft and Final Contract Report and Abstract. A Draft Final Report is due three months prior to the end of the contract. The Final Report and a 200-word abstract are due no later than fifteen days prior to the end of the contract. The Draft and Final Report shall include an analysis of:

- The work accomplishments of the Bidder;
- The effectiveness of this contract in meeting the objectives of the program, and
- Future activities recommended to increase the effectiveness of the program and this contract.

VI. Qualifications Evaluation

Evaluation Stages

To analyze all SOQs, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The committee will analyze the SOQs in three stages:

Stage One: Fulfillment of RFQ Mandatory Format

The Contracts Office will first screen the SOQs to determine compliance with the mandatory format and grounds for rejection outlined in Section II. Bidders who do not follow the mandatory format may be eliminated from the competition. *After the first screening, all Bidders will be scheduled for an interview.*

Stage Two: Evaluation of Qualifications

The Evaluation Committee will then review and score all remaining SOQs based on the Evaluation Criteria, Exhibit A. After the review, the committee will schedule interviews with all Bidders. If three or less Bidders submit SOQs, all the qualifying Bidders will be interviewed.

Stage Three: Interviews

The Evaluation Committee may use patterned questions to conduct Bidder interviews; Bidder responses will be scored. Upon completion of the interviews, the Evaluation Committee may make adjustments to the scores and rerank the top competitors.

The Evaluation Committee may reject all Bidders and SOQs if none are considered to be in the best interest of the Commission. If the Evaluation Committee does decide to make a selection, it may award the contract based on the highest scored Bidder.

Point Considerations

The Evaluation Committee will award points based on the following considerations:

Fail: 0 - 49% of maximum points for the criterion

Below Average: 50 - 59% of maximum points for the criterion

Average: 60 - 69% of maximum points for the criterion

Above Average: 70 - 89% of maximum points for the criterion

Exceptional: 90 - 100% of maximum points for the criterion

Criteria and Points

The Evaluation Committee will review the SOQs and Bidders based on the criteria in Exhibit A.

EXHIBIT A

EVALUATION CRITERIA WORKSHEET

The Evaluation Committee will review the SOQs and Bidders based on the criteria given below.

(Note: References will be considered throughout the scoring criteria)

Criteria	Key Elements	Weight	Pts.	Pt.Total
1. Company/Team Organization	a. Team management structure b. Organization administrative structure c. Appropriate level and type of staffing d. Accessibility to the Energy Commission	2	30	60
2. Experience and Qualifications	a. Specific Knowledge and Experience Concerning Each Key Topic Area b. Specific Knowledge and Experience Concerning Each Work Statement Task c. Specific Knowledge and Experience Concerning Development and Implementation of California Building Energy Efficiency Standards d. Effectiveness and Efficiency of Proposed Approaches to Address Each Key Topic Area e. Demonstrated Ability to Organize and Manage a Team of Technical Experts to Effectively Complete Work Statement Tasks and Deliverables in a Timely Manner f. Efficiency and Effectiveness of Proposed Approaches to Address Topic Areas Not Anticipated by this RFQ	3	30	90

Criteria	Key Elements	Weight	Pts.	Pt.Total
3. Approach to Work Statement and Methodology	a. Consistency with Work Statement emphasis and priorities b. Thoroughness and clarity of proposal c. Demonstrated experience with similar tasks d. Demonstrated understanding of Work Statement tasks	3	30	90
4. Interview	a. Response to questions b. Quality of presentation c. Explanation of approach to tasks in Work Statement	1	10	10
Maximum Points				250
Minimum Passing Score	80% of Maximum Points			200

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of incorporation:

Date corporation was authorized by Sect. of State:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Agent for service of process and address if different from above:

OTHER

Explain:

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: _____

Your small business ID number: _____

NOTE: This form must be completed or your proposal may be rejected.

ATTACHMENT 2.1

SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS

The OSBCR address and phone for Small Business Preference and DVBE information is:

Department Of General Services
Office of Small Business Certification and Resources
1531 I Street, 2nd Floor
Sacramento, CA 95814-2016
Phone No.: (916) 322-5060

Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a small business, or be self-certified pursuant to the Federal Government.

DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSBCR. The DVBE program is not a self-certification program. DVBE certification must be approved by OSBCR by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSBCR must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSBCR, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

OSBCR Homepage: <http://www.dgs.ca.gov/osbcr>

This internet site provides general information about the DVBE program and certification process.

DVBElist: <http://www.dgs.ca.gov/osbcr/dvbe/dvbe.htm>

OSBCR maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

ATTACHMENT 2.2

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

**PRIME BIDDER'S CERTIFICATION OF
DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

See Instructions on Reverse

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in Section 1896.62(d) of Title 2, California Code of Regulations hereof.

In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME/BIDDER (Please type or print)	RFP #
BIDDER'S SIGNATURE	DATE SIGNED
PRINTED NAME OF PERSON SIGNING	TITLE OF PERSON SIGNING (Business Owner/Chief Executive Officer)

NOTE: *If DVBE participation is proposed, this form must be completed and signed by the bidder or the proposal will be rejected.*

Bidder's Certification of DVBE Participation - Attachment 2.2

If the bidder is proposing to meet the DBVE participation goal, the bidder must sign a certification that each firm listed on Attachment 2.3 meets the legal definition of DVBE and the bidder is aware of the penalties for fraud

- o Company Name - legal company name of prime bidder.
- o Bidder's Signature - person authorized (CEO) to sign.
- o Printed Name - printed name of person who signed.
- o Title - title of person signing - Business Owner, Chief Executive Officer, Manager.

Only the company (bidder) submitting the proposal must sign this certification.

ATTACHMENT 2.3
RFQ #400-00-402

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

LIST OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

(1) Company Name	(2) Nature of Work	(3) Contracting With	(4) TIER	(5) Claimed 2) DVBE Value %	(6) Certification Letter from OSMB Attache
TOTAL				%	

NOTE: *If proposing participation goals, this form must be completed or your proposal will be rejected. See instructions on reverse of this form of the RFP.*

ATTACHMENT 2.3
RFQ #400-00-402

DVBE Participation List —Attachment 2.3

If the participation goals are partially or fully met, Attachment 2.3 must be completed detailing the type of work, the companies (subcontractors and vendors) proposed for DVBE participation, and all other related information.

Col. 1 - DVBE company name - each DVBE company must be certified by or have submitted Attachment²4 (application for DVBE certification) to OSBCR by the proposal due date.

Col. 2 - Nature of Work - Type of Expertise, Technology, Service, Supplier, etc.

Col. 3 - Contracting with - Company name that the DVBE company is contracting with. For example, the bidder may be contracting with a company (XYZ, Inc.) who deals with a DVBE. Then XYZ, Inc. would be entered in Column 3.

Col. 4 - Tier - Contracting tier according to the following:

0 = Bidder;

1 = Primary subcontractor/supplier;

2 = Subcontractor/supplier of Level 1 subcontractor/ supplier;

3 = Subcontractor/supplier of Level 2 subcontractor/ supplier.

Col. 5 - Claimed DVBE, % value.

Percent of contract dollars committed to the DVBE listed. This percentage is the amount that will be paid to each DVBE company/vendor from the contract funds.

NOTE: This percentage is not the ownership of the company.

Col. 6 - Certification Letter attached.

This column is a checkpoint for you to ensure that all of the DVBE certification letters are in your proposal. If a certification letter is omitted, that DVBE company cannot be counted towards meeting the goals.

DVBE certification approval letter or a copy of the DVBE Application must be included in the proposal. DVBEs must be certified by the time of contract award in order to count in the participation goals.

You must clearly identify in the Work Statement, Tasks & Budget what services will be provided and the costs related to each DVBE.

ATTACHMENT 2.4

RFQ #400-00-402

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

DOCUMENTATION OF GOOD FAITH EFFORTS

Section 1. ORGANIZATION CONTACTS

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.

Agency	Name	Phone	Date/Time
A. CA Energy Commission		(916) 654-4392	
B. Other State Agencies			
C. DVBE Organizations			

Section 2. ADVERTISING

List the trade papers and DVBE focused papers in which you advertised for participation in this contract. Include the dates of advertisement.

Trade	Ad Date	Publication Name	Copy Attached

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements, therefore failure to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*

Attachment 2.4 (Continued)

Section 3. DVBES CONSIDERED

- A. Attach Solicitation Sample or Phone Conversation.
- B. List DVBES that you contacted for participation in this contract along with the dates you sent the solicitations or called them.
- C. List DVBES that you considered for participation in this contract and state the reasons the DVBES were not selected.

Date Contacted	Name of Company	Nature of Work	Reason Considered But Not Selected	Date

NOTE: If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the m complete each section of this form will result in rejection of the proposal as nonresponsive.

ATTACHMENT 2.4 (CONTINUED)
INSTRUCTIONS FOR ATTACHMENT 2.4
DOCUMENTATION OF GOOD FAITH EFFORTS

If a bidder's proposal does not meet the participation goals, then the bidder must document its "good faith effort" to meet the participation goals. The minimum requirements for meeting good faith documentation under the law are CONTAINED in Attachment 2.4, therefore each item in Attachment 2.4 must be accomplished and documented. (Public Contract Code Part 10115.2) IF THE PROPOSAL DOES NOT MEET THE 3% DVBE PARTICIPATION THEN, FAILURE TO PERFORM, COMPLETE AND SUBMIT ATTACHMENT 2.4 WILL BE CAUSE FOR REJECTION OF THE FINAL PROPOSAL AS NONRESPONSIVE TO THE GOOD FAITH EFFORTS REQUIREMENT.

Information is available at:

DGS-DVBE Resources Packet —www.osmb.dgs.ca.gov/scrp/resource.pdf —916-322-5060
California Energy Commission DVBE handbook —916-654-4392

Part 1 - ORGANIZATION CONTACTS

List each contact by date, time, name, and phone number. Each bidder is required at a minimum to undertake steps A, B, C, and D, and to document all efforts under each step. [Public Contract Code Part 10115.2 (b)]. *The purpose of making each of these contacts is to obtain the resources/contact groups who can refer you to or provide you with lists of DVBEs.*

The DVBE list available from DGS consists of commodities and services (including consultant services).

Part 2 - ADVERTISING

Advertising is required as part of the good faith effort documentation.

- o Advertising must be made in at least two publications: one trade (e.g., work being performed in the project and reimbursed by the Commission) and one DVBE focused.
- o Both advertisements must appear not less than 14 calendar days prior to bid proposal submittal date, to allow reasonable time for consideration of DVBEs.
- o The advertisements for DVBE (including names of publications, dates of advertisement and copies of advertisements) must be documented in the bidder's proposal.

NOTE: *General circulation newspapers such as the Los Angeles Times or the Sacramento Bee are not acceptable, since neither one qualifies as a trade or focus publication.*

Part 3 - DVBE S RESPONDING AND CONSIDERED

List and identify each DVBE that was contacted and state the reason why they were not selected. DVBE businesses considered must have appropriate qualifications for the work to be performed in the project.

DVBE participation is not limited to any specific portion of the project work. Participation may be from technical firms, but it may also come from nontechnical firms that are part of your daily business operations such as travel agencies, stationary supplies, delivery companies, etc.

NOTE: *The bidder must make actual contact with DVBEs. Services provided by DBVEs must be a reimbursable item under the project.*

ATTACHMENT 3
RFQ #400-00-402
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1)

the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING:** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - a. Current State Employees (PCC 10410):
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - b. Former State Employees (PCC 10411):
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general

subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

Std. CC (New 2-01)

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

~~Attachment 4~~
RFQ #400-00-402
CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

STANDARD AGREEMENT

STD. 2 (REV. 5-91)

APPROVED BY THE
ATTORNEY GENERAL

Att 5

CONTRACT NUMBER	AM. NO.
400-00-XXX	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Executive Director	State Energy Resources Conservation & Development Commission
, hereafter called the State, and	
CONTRACTOR'S NAME	

_____, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specification, if any.)

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)		
State Energy Resources Conservation and Development Commission	Contractor's Name		
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)		
▷	▷		
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING		
Manager, Contracts Office			
TITLE	ADDRESS		
		Contractor's Address	
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	Department of General Services Use Only
\$	(OPTIONAL USE)		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	See Attached		
\$	ITEM	CHAPTER	
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)	STATUTE	
\$ 0.00		FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
▷			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

STANDARD AGREEMENT

1. The Contractor agree to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so

1. PURPOSE

At the end of the purpose add Specific Tasks are detailed in Exhibit A, Work Statement.

2. TERM

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

3. CONTRACT FUNDING

MULTI-YEAR FUNDING LANGUAGE

- A. Funding for this Contract comes from _____ fiscal years. Funding shall be subject to the appropriation and availability for that purpose in the _____ Governor's Budget. In the event funds are not so available, the Commission shall have no further liability with regard to this Contract.

The Commission reserves the right to reduce the amount of the 2000/01 funding to an amount deemed appropriate in the event the 2000/01 budget does not provide full funding of Commission contracts. In this event, the Contractor and Commission Contract Manager shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

4. INTERPRETATION

- A. In the interpretation of this Contract, any inconsistencies between the terms hereof and the exhibits shall be resolved in favor of the Contract terms.
- B. This project shall be conducted in accordance with the terms and conditions of California Energy Commission (Commission) Request for Proposal number _____, proposal dated _____ and this Contract. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Contract. In the event of conflict or inconsistency between the terms of this Contract and the Contractor's proposal, this Contract shall be considered controlling

5. EXHIBITS

The following exhibits are attached and hereby expressly incorporated in this Contract.

Exhibit A: Work Statement

Exhibit B: Deliverables and Due Dates

Exhibit C: Budget

6. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the Commission, its officers, agents and employees from any and all claims and losses accruing and resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

INDEMNIFICATION LANGUAGE FOR UC CONTRACTS ONLY

The Regents of the University of California shall defend, indemnify and hold the State of California and its agencies, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Regents of the University of California, its officers, agents or employees.

The State of California shall defend, indemnify and hold the Regents of the University of California, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, its officers, agents or employees.

7. TIME IS OF THE ESSENCE

Time is of the essence in this Contract.

8. CONTRACT MANAGEMENT

A. Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.

B. _____ is designated the Project Director on behalf of Contractor. Contractor may change Project Director but the Commission reserves the right to

approve any substitution of the Project Director. Contractor's key personnel may not be substituted without the Commission Contract Manager's prior written approval.

- C. _____ is designated Commission Contract Manager. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer of the California Energy Commission.
- D. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- E. Contractor will not be permitted to utilize Commission personnel for the performance of services which are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Commission Contract Manager, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of Commission employees while performing, coordinating or monitoring functions.

9. ASSIGNMENT

Contractor may not transfer by assignment, subcontract, or novation the performance of this Contract or any part thereof except with the prior written approval of the Commission as to each such assignment. The Commission's consent to one or more assignment(s) or subcontract(s) hereunder shall not constitute a waiver or diminution of Commission's absolute right to consent to each and every subsequent assignment or subcontract.

Contractor may not, without prior written consent of the Commission, assign any other right that he may from time to time have under this Contract.

10. AMENDMENT

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties, and no oral understanding or agreement not incorporated, shall be binding on any of the parties.

11. PAYMENT

- A. The consideration to be paid Contractor, as provided in this Contract, shall be in compensation for all of Contractor's expenses incurred in performance, including travel and per diem, unless otherwise expressly so provided. No reimbursement for food or beverages shall be made other than allowable per diem charges. Travel and

per diem shall be paid accordance with the Paragraph entitled Travel and Per Diem.

- B. Subject to each of the conditions listed below, the Commission agrees to pay Contractor for expenses incurred in the project in accordance with Exhibit C, "Budget." Total amount of this Contract shall not exceed \$_____.

Conditions:

- 1) Payment shall be based on Contractor's invoices, itemized in accordance with Exhibit C, "Budget."
- 2) No payment shall be made in advance of services rendered.
- 3) Payments shall not be made more frequently than monthly in arrears.
- 4) A request for payment must include an invoice with cost backup and travel receipts (where appropriate) attached, evidence of progress, deliverables as required by the Contract, and written monthly progress reports prepared by the Contractor.
- 5) Each request for payment is subject to the Commission Contract Manager's approval, Commission Contracts Officer's approval, and audit by the Accounting Office.
- 6) Payments shall be made to Contractor only for undisputed invoices. An undisputed invoice is an invoice executed by the Contractor for services rendered to the Commission and for which additional evidence is not required to determine its validity. The Commission Contract Manager shall give written notice to the Contractor within 15 working days of receipt of a disputed invoice by using State of California Standard Form 209.
- 7) Each invoice shall list separately and cumulatively Contractor's use of DVBEs and include a copy of each DVBE invoice to Contractor.
- 8) Invoices shall identify charges for Contract tasks, personnel, labor rates and hours, expenses and backup for expenses, equipment purchases and subcontractor invoices authorized by either this Contract or subsequent Work Authorizations.
- 9) The Contractor shall submit invoices, in duplicate, stating the Contract number, to:

California Energy Commission
Accounting Office, MS-2,
1516 9th Street, First Floor
Sacramento, California 95814

10) Retention

- a. The Commission shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Commission and released to Contractor only upon the Commission's approval that the entire Contract work has been satisfactorily completed and the Final Report has been received and accepted.
- b. Retention of funds until the end of the Contract may not be required for tasks that are separate and distinct. The Commission Contract Manager shall specify and notify the Contractor in writing which tasks can be paid in full upon their completion. The procedure for approval of payment in full without retention is as follows:
 - i.) Contractor must submit all deliverables required by the task and an invoice requesting payment in full for the task.
 - ii.) The Commission Contract Manager must approve the submitted work. The work must be satisfactorily completed and deliverables accepted by the Commission Contract Manager.
 - iii.) The Commission Contract Manager must prepare and submit to the Contracts Office, with the Contractor's invoice requesting retention payment, a Contract/Contractor Evaluation Form.
 - iv.) The Commission will only process task retention requests two times per year, during February and August.
 - v.) Certain tasks such as administration of the contracts or management of the contract and/or subcontractors, are not considered separate and distinct tasks. Therefore, retention will not be released until the termination of the Contract.

- 11) The Commission shall make payment to the Contractor as promptly as fiscal procedures permit for performance under this Contract in accordance with applicable deliverable criteria as accepted by the Commission and in accordance with invoices submitted.
- 12) Payment is due to Contractor 45 days from the date a correct invoice is received in the office specified by the Commission.
- 13) Final invoice must be received by the Commission no later than 60 calendar days after the Contract termination date.

FOR ALL INTERAGENCY AGREEMENTS

- 14) All charges will be computed in accordance with SAM Sections 8752 and 8752.1. Nothing shall preclude the making of advance payments in accordance with Article I, Chapter 3, Part 1, Division 3, Title II of the Government Code.

C. Taxes

The Commission will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Contract. The State of California is exempt from Federal excise taxes.

12. TRAVEL AND PER DIEM

Contractor shall be reimbursed for travel and per diem on the same basis as nonrepresented State employees. The rates listed below will be in effect for the term of this contract, unless and until the State's per diem reimbursement rates for nonrepresented employees are revised. Travel expenses not listed in this section cannot be reimbursed.

Travel that has not been budgeted in Exhibit C, Budget, shall require prior written authorization from the Commission Contract Manager. Travel shall be paid from the Contractor's office location where the employees assigned responsibilities for this contract are permanently assigned.

Contractor must document and prepare travel expense claims as follows:

- Contractor's invoice must detail expenses using the rates listed below.
- Expenses must be listed by trip including dates and times of departure and return, in order to establish appropriate per diem rates (employee's travel claim may be attached instead)

- Attach required receipts for travel expenses claimed (receipts are not required for meals or incidentals within allowable rates, but you must retain all meal receipts for audit by the State or IRS).

A. Transportation rates

- 1) Common carrier, airline coach class or equivalent are reimbursable in accordance with receipts or vouchers attached to contractor's invoice verifying expenditure.
- 2) Private or contractor-owned automobile mileage is reimbursable up to 31 cents per mile. However, if travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.
- 3) Rental car receipts must be attached to Contractor's travel expense claim. However, if taxi service is less expensive than a rental car the rate for taxi will be reimbursed. **NOTE: Insurance coverage is not reimbursable.**
- 4) Parking fees, taxi fees, tolls and public transit fees may be reimbursed up to \$10.00 without receipt.

B. In-State Travel Per diem rates

- 1) Apply to travel **more than 50 miles** away from Contractor's headquarters,
- 2) Per diem is reimbursable as follows:
 - a) **Less than 24 hour trip**, Contractor shall be reimbursed for meals and lodging according to the following rates:

Breakfast:	Up to \$ 6.00, if began at or prior to 6 a.m. and terminated at or after 9 a.m.
Lunch:	Not reimbursed on trip of less than 24 hours
Dinner:	Up to \$18.00, if began at or prior to 4 p.m. and terminated at or after 7 p.m.
Incidentals:	Not reimbursed on trip of less than 24 hours
 - b) **More than 24 hours**, Contractor will be reimbursed for each 24 hour period for meals, lodging and incidentals according to the following rates:

Breakfast:	Up to \$ 6.00 if trip began at or before 6 am.
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Lunch: Up to \$ 10.00 if trip began at or before 11am.
Dinner: Up to \$18.00 if trip began at or before 5 pm.
Incidentals: Up to \$6.00

c) Time Frame for fractional day after 24 hours of travel:

Breakfast: If trip ends at or after 8 a.m.
Lunch: If trip ends at or after 2 p.m.
Dinner: If trip ends at or after 7 p.m.

3) Lodging (Receipt Required)

Up to \$84.00 plus tax, except when lodging is in San Francisco, Alameda, San Mateo and Santa Clara counties, and Central/Western Los Angeles*, up to \$110.00 plus tax.

*Los Angeles area within borders of Sunset Boulevard(North), Pacific Ocean (West), Imperial Boulevard/Freeway 105 (South), and Freeways 110, 10 and 101 (East).

C. Out-of-State Travel Per diem rates

Meals/Incidentals: Same as in-state rates
Lodging: Actual expense with receipt (subject to Commission Contract Manager approval)

D. Out-of-Country Travel Per diem rates

Meals/Incidentals: Actual expense in accordance with foreign travel rates published by US Government.
Lodging: Actual expense with receipt (subject to Commission Contract Manager approval).

13. STANDARD OF PERFORMANCE

FOR PRIME CONTRACTORS

Contractor shall be responsible in the performance of Contractor s work under this Contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise

defective services, which require reperformance, as directed by Commission staff or its designee, shall be borne in total by the Contractor and not the Commission.

A. In the event the Contractor fails to perform in accordance with the above standard:

- 1) Contractor will reperform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- 2) The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- 3) The Commission shall have the option to direct Contractor not to reperform any task which was not performed to the reasonable satisfaction of the Commission Contract Manager pursuant to application of (1) and (2) above. In the event that the Commission directs the Contractor not to reperform a task, the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

B. Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

14. SUBCONTRACTS

A. Agreements with Subcontractors

It is understood and agreed that _____ and each subcontractor shall comprise the "contractor team." _____ shall function as the Prime Contractor (hereafter referred to as "Contractor") of this project and shall manage the performance of the subcontractors.

- 1) Contractor shall enter into subcontracts with the following firms and individuals:

- 2) Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Contract. Replacement or substitution of any of the subcontractors shall not be permitted without the prior written approval of the Contract Manager, and shall be subject to the provisions of the Paragraph entitled Subcontracts, Additions, Removal or Substitutions of Subcontractors.
- 3) Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Contract, coordinating subcontractor accessibility to Commission staff, and submitting completed products to the Commission Contract Manager.
- 4) All subcontracts entered into pursuant to this Contract shall be subject to examination and audit by the Auditor General for a period of three years after final payment under this Contract.
- 5) Each subcontract to which the Commission has consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Commission.

B. Standard of Performance

Contractor, its subcontractors and their employees shall be responsible in the performance of Contractor's work under this Contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission staff or its designee, shall be borne in total by the Contractor and not the Commission.

- 1) In the event the Contractor/subcontractor fails to perform in accordance with the above standard:
 - a) Contractor/subcontractor will reperform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractors shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.

- b) The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
 - c) The Commission shall have the option to direct Contractor/subcontractor not to reperform any task which was not performed to the reasonable satisfaction of the Commission Contract Manager pursuant to application of (a) and (b) above. In the event that the Commission directs the Contractor/subcontractor not to reperform a task, the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.
- 2) Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

C. Additions, Removal or Substitutions of Subcontractors

The Commission reserves the right to replace a subcontractor or request additional subcontractors, and approve additional subcontractors and changes of subcontractors. Such changes shall be subject to the following conditions:

- 1) If the Commission requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected through the competitive bid process and Contractor shall obtain a minimum of three bids. Awards shall be made to the lowest bidders meeting the requirements of the RFP. The competitive bid process shall be conducted in conformance with the State's and the Commission's procedures for RFP's and shall be subject to the approval of the Commission Contract Manager and Commission Contracts Officer prior to release.
- 2) If, at the direction of the Commission, it becomes necessary to obtain additional subcontractors to either expedite the work or obtain expertise not available from the Contractor, Commission may direct Contractor to subcontract with a specific firm or to utilize the competitive bid process. However, if the competitive process is not used, justification shall be provided by the Contractor or the Commission Contract Manager to the Contracts Office.

- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Commission for its approval prior to Contractor entering into same. Upon the termination of any subcontract, the Commission Contract Manager shall be notified immediately.
- 4) Subcontracts under \$10,000 are subject to Commission Contract Manager, Contract Officer, and Executive Director approval. Subcontracts of \$10,000 or more are subject to Commission Contract Manager, Contract Officer, Executive Director, and appropriate Policy Committee.

D. Disabled Veteran Business Changes

During the term of this Contract, the Contractor must use the DVBE companies identified in its proposal. If the DVBE companies listed in the Contract need to be replaced, the Contractor must request approval from the Commission Contract Manager to replace the subcontractor/vendor. The procedure for replacing any subcontractor/vendor is defined in paragraph C above. The Contractor's request must be in writing and is subject to the approval of the Commission Contract Manager, Division Management, DVBE Coordinator, and the Executive Director. At a minimum, the request must include:

- 1) A letter from the Contractor explaining the reason for the replacement; and
- 2) The identity of the subcontractor/vendor replaced, including a revised Attachment 2 and certifications for each new subcontractor/vendor (Attachment 3 or 4); or
- 3) If the replacement is not a DVBE, a new Attachment 5 documenting its efforts (good faith) to replace the DVBE with another DVBE.

The Contractor's request and the Commission's approval or disapproval shall not be an excuse for noncompliance with any other provision of law including, but not limited to, the subletting and subcontracting fair practices act or any other contract requirements related to substitution of subcontractors.

Contractor's failure to adhere to the DVBE participation in its proposal may be cause for Contract termination and recovery of damages under the rights and remedies due the Commission under the termination paragraph of the Contract.

15. SEVERABILITY

If any provision of this Contract or its application is held invalid, that invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of the Contract are severable.

16. WORK AUTHORIZATION

The Commission Contract Manager shall determine which projects Contractor shall work on. For each item of work, the Commission Contract Manager shall prepare a Work Authorization. Each Work Authorization shall consist of a detailed statement of the purpose, objective or goals to be undertaken by the Contractor, the technology area and identification of the Contractor/subcontractor team, an identification of all significant material to be developed and delivered by the Contractor to the Commission Contract Manager, an identification of all materials to be furnished by the Commission to the Contractor, an estimated time schedule, and the Contractor's estimated person hours, billing rates and total cost of the Work Authorization.

- A. All Work Authorizations shall be in writing and approved by the Contractor's Project Director and Commission's Contract Manager before beginning work. The Commission Contract Manager shall file all Work Authorizations with the Commission Contracts Office before the payment of any invoice.
- B. The Commission reserves the right to require the Contractor to stop or suspend work on any Work Authorization. The Commission Contract Manager shall provide in writing to the Contractor's Project Director notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the Commission's 30-day Cancellation Clause.
- C. Each Work Authorization shall be numbered sequentially.
- D. The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Commission Contract Manager. Upon such notification, the Commission Contract Manager may:

- 1) Alter the scope of the Work Authorization to accomplish the work within the estimated costs; or
- 2) Augment the Work Authorization budget; or
- 3) Authorize the Contractor to complete the work for the actual costs; or

4) Terminate the Work Authorization.

- E. Each Work Authorization shall be incorporated into this Contract. However, it is understood and agreed by both parties to this Contract that all of the terms and conditions of the Contract shall remain in force with the inclusion of any such Work Authorization. A Work Authorization shall in no way constitute an independent contract, other than as provided pursuant to this Contract, nor in any way amends or supersedes any of the other provisions of this Contract.

17. REPORTS

A. Fiscal Record Keeping

Contractor shall furnish detailed itemization of, and retain all records relating to, direct expenses reimbursed to Contractor, and to hours of employment on this Contract by any employee of Contractor for which the Commission is billed. Such records shall be maintained for a period of three years after final payment of this Contract, or until audited by the State, whichever occurs first, and shall be available for inspection or audit at any reasonable time by the Bureau of State Audits. Invoices for services rendered are to be delivered to the Accounting Office, MS-2, State Energy Resources Conservation and Development Commission, 1516 9th Street, 1st Floor, Sacramento, California 95814.

B. Report Standards

All reports (progress and final) shall be delivered to:

Commission Contract Manager, MS-26
California Energy Commission
1516 - 9th Street, 1st Floor
Sacramento, CA 95814

C. Progress Report

The Contractor shall prepare a monthly progress report which summarizes all contract activities conducted by the Contractor including contract expenditures to date. The monthly progress report is due to the Commission Contract Manager within 15 days after the end of the month. The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports shall coincide with the invoice period.

D. Final Reports

At the conclusion of the Contract, and as provided for in Exhibit A, Statement of Work, and in Exhibit B, Task Deliverables and Due Dates, Contractor shall prepare a comprehensive Final Report, a brief summary of same, and a brief (200 words or less) factual abstract of the Final Report.

- 1) **Meeting** - Contractor shall meet with the Commission to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must be consummated on or before the date indicated in the term of the contract.
- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Commission with ten copies and a reproducible master.

E. Format

Final reports and summaries shall be prepared in the following manner:

- 1) Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
- 2) Illustrations and graphs sized to 8 1/2 x 11 page.
- 3) Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission
Project Title
Contract Number
By (Contractor)

F. The Commission owns all material objects produced under this Contract.

G. Each report shall become the property of the Commission. Contractor will not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the Commission Contract Manager.

18. REPORT CONTENTS

- A. Permission to disclose information on one occasion or public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion.
- B. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at public hearing, or in response to questions from a legislative committee.
- C. If requested by Commission, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by the Commission, and shall supply the Commission with evidence of these agreements.
- D. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- E. Ninety days after any document submitted has become a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize the document, but shall include the following legend:

LEGAL NOTICE

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

FOR FEDERAL CONTRACTS: LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission through a federal grant agreement (grant number) with U.S. Department of Energy. It does not necessarily represent the views of the Federal Government, the Energy Commission, its employees, or the State of California. The Federal Government, the Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of

this information will not infringe upon privately owned rights.

- F. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- G. No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Commission Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager.

19. CONTRACT DATA, OWNERSHIP RIGHTS

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Contract, is required to be delivered to the Commission and shall belong to the Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Contract, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Contract and thereafter. The extent of the Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Contract.

- D. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Commission, unless and only to the extent that it is specifically provided otherwise in this Contract.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Commission of any contemplated action and the Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Commission so elects, the expense of further preserving data shall be paid for by the Commission. Contractor agrees that the Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

20. RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART

The Contractor, by signing this Contract, expressly grants to the Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Commission from the subcontractor.

21. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Contract are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Contract. The Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.

22. DISPUTES

In the event of a Contract dispute or grievance between Contractor and the Commission, the following two-step procedure shall be followed by both parties. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision supported by reasons. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may exercise the option of presenting the decision to the

Commission at a business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Commission's Dispute Resolution procedure identified in paragraph A. above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor may elect to have the dispute or grievance resolved through binding arbitration. The Commission may also elect to have any contract dispute or grievance resolved through binding arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. The decision rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The demand for arbitration shall be made no later than six (6) months after the date of the contract's termination, irrespective of when the dispute or grievance arose, and irrespective of the applicable statute of limitations for a suit based on the dispute or grievance.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

23. TERMINATION

A. Failure to Perform

The Commission may terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants at the time and in the manner provided in this Contract. In the event of a termination the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due the Contractor under this Contract, and the balance, if any, shall be paid the Contractor upon demand.

B. Bankruptcy

In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies, then the Commission may terminate this Contract and all further rights and obligations, by giving five (5) days notice in writing. It is recognized by the parties that equipment purchased by Contractor or the Commission for this project shall have lien rights held in the name of the Commission which shall retain lien rights until the Contractor either returns the equipment to the Commission or purchases it as is provided by the terms of this Contract.

C. 30-Day Cancellation Clause

The Commission may, at its option, terminate this Contract at any time upon giving thirty (30) days advance notice in writing to Contractor. In this event, Contractor agrees to use all reasonable efforts to mitigate its' expenses and obligations. In such event, the Commission shall pay Contractor for all satisfactory services rendered and expenses incurred before the notice of termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of Contract maximum payable. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Commission, or Contractor may, with approval of the Commission, purchase the equipment as provided by the terms of this Contract.

The Commission in lieu of terminating this Contract, shall have the right to require the Contractor to assign its rights and obligations under this Contract to the party or parties chosen by the Commission at its sole discretion.

The Commission may exercise this right pursuant to the above paragraph after a determination by the Executive Director of the Commission that the assignment is in the best interest of the Commission. The Contractor agrees to execute said

agreement immediately upon 15 days written notice to the Contractor from the Commission.

D. Event of Breach

In the event of any breach of this Contract, the Commission may, without prejudice to any of its other legal remedies, terminate this Contract upon five (5) days written notice to the Contractor. In the event, the Commission shall pay Contractor only the reasonable value of the services rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of Contract maximum payable.

E. Gratuities

The Commission may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the Commission or by Executive Director of the Commission or his duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Commission, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Contract.

In the event this Contract is terminated as provided in this section, the Commission shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty, in addition to any other damages to which it may be entitled by law.

The rights and remedies of the Commission provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

24. NOTICE

Notice to either party may be given by certified mail properly addressed, postage fully prepaid, to the address listed below for each respective party. Notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be effective nevertheless fifteen (15) days after mailing.

Energy Commission

Contractor

Contracts Office
1516 9th Street, MS-18
Sacramento, California 95814

(see Page 1 of Contract)

Alternatively, notice may be given by personal delivery to the party at the address designated. Notice shall be deemed effective when delivered unless a legal holiday for State offices commences during the 24-hour period, in which case the effective time of the notice shall be postponed 24 hours for each such intervening day.

25. WAIVER

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.

26. CONFLICT OF INTEREST

Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings each month in its monthly progress report.

27. WORKERS' COMPENSATION INSURANCE

Contractor hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Contract, and agrees to furnish to the Commission satisfactory evidence of this insurance at any time the Commission may request.

28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor, by signing this Contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296).

29. STATEMENT OF ECONOMIC INTERESTS

Contractor shall submit to the State a completed Fair Political Practices Commission Form 730, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.

30. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

31. NONDISCRIMINATION CLAUSE

A. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part of it as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

C. If this (Award) Contract is funded in part through federal financial assistance, Contractor and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964 (42 United States Codes Section 2000d, et seq.) and Title IX of the Education Amendments of 1972 (20 United States Code Section 1681, et seq.) and shall not unlawfully discriminate against any beneficiary under this Contract because of race, color, national origin, or sex. For purposes of complying with this provision the term beneficiary refers to any person or entity in the United States that is intended to benefit directly or indirectly from the performance of this Contract. Contractor and its subcontractors shall inform beneficiaries of their

rights under Title VI and Title IX by posting a copy of the Department of Energy's Nondiscrimination Poster, or its equivalent, in their places of business and by referring questions concerning a beneficiary's rights to the Commission's Equal Employment Opportunity Officer.

32. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Contract, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Contract:
 - 1) Will receive a copy of the company's drug-free policy statement; and
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

33. AMERICANS WITH DISABILITIES ACT

By signing this Contract, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

34. LAW GOVERNING

It is hereby understood and agreed that this Contract shall be governed by the laws of the State of California as to interpretation and performance.

35. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties to this Contract shall be deemed as part of this Contract.

36. CAPTIONS

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit, or extend the scope or intent of the clauses to which they appertain.

37. PRIOR DEALINGS, CUSTOM OR TRADE USAGE

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of the terms or provisions contained herein.

38. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

39. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Contract, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Section 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.)

40. ANTITRUST CLAIMS

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) Public purchase means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code).
 - 2) Public Purchasing Body means the State or the subdivision or agency making a public purchase. Government Code Section 4550 (b).
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action

arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. Government Code Section 4554.

41. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

FOR IT CONTRACTS

42. YEAR 2000 LANGUAGE

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are Year 2000 compliant. For purposes of this contract, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

43. UNENFORCEABLE PROVISION

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby.

FOR CONTRACTS \$100,000. AND OVER:

44. CHILD SUPPORT COMPLIANCE ACT

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and

family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

45. CONFIDENTIALITY

- A. The Commission Contract Manager and the Contractor will identify pre-existing confidential or proprietary items to be delivered under this contract.

OR

- A. The Contractor has not identified any confidential or proprietary items to be delivered under this contract.

OR

- A. The Commission agrees to keep confidential the items in *Exhibit E*.

AND

The Commission Executive Director makes the final determination of confidentiality. In the event there is a disagreement over the items to be delivered under the contract, the parties shall use the Disputes clause found at Section 23. Those items to be delivered as confidential shall be subject to the Commission Executive Director's determination of confidentiality. If the Contractor wishes to appeal the Executive Director's determination, the appeal shall be made to the full Commission. If the Contractor disagrees with this determination, the Contractor may seek judicial review as per Title 20 CCR 2506, et seq.

- B. Public and Confidential Deliverables

All deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information except when the Commission Contract Manager and the Contractor deem it necessary to include confidential information in a deliverable. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records. Only those items specifically listed in *Exhibit E* or in a subsequent determination of confidentiality qualify as confidential deliverables.

- C. Identifying and Submitting Confidential Information

All confidential information submitted by the Contractor shall be marked Confidential on each document containing the confidential information and presented in a sealed package to the Commission Contract Manager.

D. Future Confidential Information

The Contractor and the Commission agree that during this contract, it is possible that the Contractor may develop additional data or information that the Contractor considers to be protectable as confidential information. The Commission Contract Manager shall provide a copy of the Commission Application for Confidential Designation to the Contractor Project Director. Contractor must list all items and information along with justification for confidentiality and submit the application to the Commission Contract Manager. The Commission Executive Director makes the final determination of confidentiality. Such subsequent determinations will be added to Exhibit E.

46. UNION ORGANIZING- *For all contracts (except fixed price contracts of \$50,000 or less)*

A. Contractor by signing this agreement hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement.

- 1) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- 2) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- 3) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- 4) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
- 5) Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

*See reverse for program
description and
instructions for completing
this form.*

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations.

TACPA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allows state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 4530 et seq. and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

In addition to TACPA, the State has other bidding preference programs for which you might qualify:

EZA - Enterprise Zone Act (up to a 9% bidding preference)

LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 323-5478 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for completing "Target Area Contact Preferences Act (TACPA) Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Tract and Block Numbers: See instructions above on how to obtain tract and block numbers.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated"

Criteria:

A: The firm is located in a California eligible distressed area.

B: The firm will establish a worksite in a California eligible distressed area.

C: MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "C", you must attach a map showing the relationship of the requested area to the distressed area.

D: MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "D", you must attach a map showing the relationship of the requested area to the distressed area.

E: GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.

F: GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter "F", you must attach map showing the relationship of the requested area to the distressed area.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation.

*See reverse for program
description and
instructions for completing
this form.*

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					

SECTION 2: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are enterprise zone eligible employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "Enterprise Zone Act Preference Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Enterprise Zone Name: See instructions above on “How to Identify Enterprise Zone Locations.”

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled “Total Labor Hours Estimated.”

Criteria:

A: The firm is located in a California designated enterprise zone

B: The firm will establish a worksite in a California designated enterprise zone.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation.

BID NUMBER
AGENCY/DEPT.

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
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STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					

SECTION 2: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

[illegible]

☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours

☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours

☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours

☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description	Other Bidding Preference Programs	Instructions for completing "LAMBRA" Preference Request on Reverse
<p>The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRAS by offering bidding preferences on qualified solicitations.</p> <p>The LAMBRA Act provides for two preferences: Worksite and Workforce.</p> <p><i>Worksite Preference:</i> Bidders may be eligible for a 5% bid preference on state goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.</p> <p>LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites.</p> <p><i>Workforce Preference:</i> Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98).</p> <p>To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.</p> <p>For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896.100. et seq.</p>	<p>In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify:</p> <p>TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)</p> <p>EZA -Enterprise Zone Act (up to 9% bidding preference)</p> <p>Small Business - Certified small businesses in California can receive a 5% bidding preference.</p> <p>A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.</p> <p>How the Bidding Preference Works</p> <p>The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.</p> <p>If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.</p> <p>Reporting Requirements</p> <p>Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.</p> <p>How to Identify LAMBRA Locations</p> <p>Contact the State Trade and Commerce Agency at (916) 324-8211.</p>	<p>Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.</p> <p>Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.</p> <p><i>Firm's role in this bid:</i> Enter the appropriate description indicating what job the listed firm will perform.</p> <p><i>Military Base Recovery Area Name:</i> See instructions above on "How to Identify LAMBRA Locations."</p> <p><i>Labor Hours Estimated:</i> For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."</p> <p><i>Criteria:</i></p> <p>A: The firm is located in a California designated LAMBRA.</p> <p>B: The firm will establish a worksite in a California designated LAMBRA.</p> <p>C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA.</p> <p>Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>Section 4: The Bidder must complete and sign the Certification.</p>